

# EXHIBIT A

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18 Attorneys for Plaintiffs

19 **UNITED STATES DISTRICT COURT**  
20 **CENTRAL DISTRICT OF CALIFORNIA**

21 DANJAQ, LLC, a Delaware limited  
22 liability company; METRO-  
23 GOLDWYN-MAYER STUDIOS  
24 INC., a Delaware corporation;  
25 UNITED ARTISTS CORPORATION,  
26 a Delaware corporation; SEVENTEEN  
LEASING CORPORATION, a  
Delaware corporation; EIGHTEEN  
LEASING CORPORATION, a  
Delaware corporation; NINETEEN  
LEASING CORPORATION, a  
Delaware corporation; TWENTY  
LEASING CORPORATION, a  
Delaware corporation; and TWENTY-  
ONE LEASING COMPANY LLC, a  
Delaware limited liability company,

27 Plaintiffs,

28 vs.

UNIVERSAL CITY STUDIOS LLC, a  
Delaware limited liability company;  
NBCUNIVERSAL MEDIA, LLC, a  
Delaware limited liability company;  
and AARON BERG, an individual,

Defendants.

Case No. 2:14-cv-02527 DDP-Ex

**PLAINTIFF METRO-GOLDWYN-  
MAYER STUDIOS INC.'S FIRST  
SET OF REQUESTS FOR  
PRODUCTION OF DOCUMENTS  
TO DEFENDANT UNIVERSAL  
CITY STUDIOS LLC**

Propounding Party: Plaintiff Metro-Goldwyn-Mayer Studios Inc.  
Responding Party: Defendant Universal City Studios LLC  
Set Number: One

Pursuant to Federal Rule of Civil Procedure 34, Local Rule 34 of the United States District Court for the Central District of California, and the Court's order regarding expedited discovery, plaintiff Metro-Goldwyn-Mayer Studios Inc. demands that defendant Universal City Studios LLC produce and permit the inspection and copying of all documents designated below that are in its possession, custody, or control at the offices of O'Melveny & Myers LLP, 1999 Avenue of the Stars, Suite 700, Los Angeles, California 90067 within thirty (30) days of the date of the Court's order regarding expedited discovery. Pursuant to Federal Rule of Civil Procedure 34(b) and the Court's order regarding expedited discovery, defendant must also serve written responses to the requests for production of documents within thirty (30) days of the date of the Court's order regarding expedited discovery.

## **DEFINITIONS**

## General Definitions.

19       1.     “COMMUNICATION[S]” means any DOCUMENT that comprises,  
20 embodies, reflects, or refers to any transmission of information from one person to  
21 another, including, without limitation, by personal meeting, conversation, letter,  
22 telephone, facsimile, electronic mail, instant messaging, text messaging, or  
23 development notes. Each request that encompasses information relating in any way  
24 to COMMUNICATIONS to, from, or within a business or corporate entity is  
25 hereby designated to mean, and should be construed to include, all  
26 COMMUNICATIONS by and between representatives, employees, agents, or  
27 servants of the business or corporate entity. Any reference to “all

1 COMMUNICATIONS” refers to all DOCUMENTS that RELATE TO  
 2 COMMUNICATIONS.

3       2. “DOCUMENT[S]” shall be construed in the broadest sense to mean  
 4 any and all writings, tangible things, and property of any kind that are now or that  
 5 have been in YOUR actual or constructive possession, custody, or control,  
 6 including, but not limited to: any handwritten, typewritten, printed, drawn, charted,  
 7 taped, filmed, copied, recorded, transcribed, graphic, or photographic matter of any  
 8 kind or nature, in, through, or from which information may be embodied,  
 9 translated, conveyed, or stored, whether an original, a draft, or copy, however  
 10 produced or reproduced, whether sent or received or neither, including, but not  
 11 limited to, notes, memoranda, correspondence, text messages, instant messages,  
 12 letters, facsimiles and facsimile transmittals, reports, inter- and intra-office  
 13 COMMUNICATIONS, buck slips, work papers, work sheets, work records,  
 14 ledgers, graphs, indexes, advertisements, brochures, bills, time cards, receipts,  
 15 telephone records, telegrams, telexes, literature, invoices, contracts, purchase  
 16 orders, estimates, recordings, transcriptions of recordings, records, books,  
 17 pamphlets, periodicals, publications, papers, tapes, video, audio and digital  
 18 recordings, television commercials, website or other spot advertisements,  
 19 prototypes, products, calendars, charts, diaries, drawings, sketches, messages,  
 20 photographs, and any “active” or “backup” data contained in or accessible through  
 21 any electronic data processing system, including, but not limited to, computer  
 22 databases, data compilations, computer files and tapes, computer disks, CD-ROMs,  
 23 DVDs, flash drives, thumb drives, hard drives, computer metadata, electronic mail,  
 24 online or network storage, website and web pages and transcriptions thereof,  
 25 Internet social networking sites, and all other memorializations of any  
 26 conversations, meetings, and conferences, by telephone or otherwise. The term  
 27 DOCUMENT also means every copy of a DOCUMENT, where such copy is not an  
 28 identical duplicate of the original, whether because of deletions, underlinings,

1 showing of blind copies, initialing, signatures, receipt stamps, comments, notations,  
 2 differences in stationery, or any other difference or modification of any kind. The  
 3 term DOCUMENT includes COMMUNICATIONS.

4       3. “PERSON” means any natural person, firm, association, organization,  
 5 partnership, business trust, corporation, company, public entity, or other legal entity  
 6 or organization separately identifiable, and any department(s) or division(s) therein.

7       4. “RELATE[D] TO” means a DOCUMENT or DOCUMENTS that  
 8 concern, refer to, summarize, reflect, constitute, comprise, state, contain, embody,  
 9 pertain to, identify, study, are involved with, mention, discuss, consist of, show,  
 10 comment upon, evidence, support, respond to, deal with, describe, analyze, refute,  
 11 contradict, or are in any way pertinent to that subject, directly or indirectly, in  
 12 whole or in part.

13       5. The terms “and” and “or” will be construed both conjunctively and  
 14 disjunctively, and each will include the other whenever such a dual construction  
 15 would serve to bring within a category DOCUMENTS or information that would  
 16 not otherwise be within its scope.

17       6. The terms “all” or “any” mean “any, all, each, and every.”

18       7. The singular form shall include the plural and vice versa whenever  
 19 such dual construction will serve to bring within the scope of any Request  
 20 DOCUMENTS that would otherwise not be brought within its scope.

21

22 Case-Specific Definitions.

23       1. “BERG” means defendant Aaron Berg together with any present or  
 24 former employees, agents, managers, attorneys, representatives, accountants, or  
 25 other PERSON(S) acting on Mr. Berg’s behalf. If “Aaron Berg” is a pseudonym or  
 26 otherwise represents one or more other PERSONS, “BERG” means the PERSON  
 27 or PERSONS who wrote the SCREENPLAY or who purport to be the screenwriter  
 28 known as “Aaron Berg,” together with any present or former employees, agents,

1 managers, attorneys, representatives, accountants, or other PERSON(S) acting on  
2 his, her, or their behalves.

3       2. “COVERAGE” means any written summary, abstract, or analysis of a  
4 written work, such as a screenplay, which may include a description of the literary  
5 or dramatic elements of a work (such as its characters and plot) and may also  
6 include an evaluation of the work.

7       3. “JAMES BOND” means the character James Bond created by author  
8 Ian Fleming and featured in the JAMES BOND LITERARY WORKS and the  
9 JAMES BOND MOTION PICTURES.

10      4. “JAMES BOND LITERARY WORKS” means any novels, short  
11 stories, collections, and/or serials that feature, in part, JAMES BOND, including,  
12 but not limited to, *Dr. No*, *From Russia With Love*, *Goldfinger*, *Thunderball*, *You Only Live Twice*, *On Her Majesty’s Secret Service*, *Diamonds Are Forever*, *Live and Let Die*, *The Man With the Golden Gun*, *The Spy Who Loved Me*, *Moonraker*, *For Your Eyes Only*, *Octopussy*, *A View to a Kill*, *The Living Daylights*, *Casino Royale*, and *Quantum of Solace*.

17      5. “JAMES BOND MOTION PICTURES” means any motion pictures or  
18 television shows that feature, in part, JAMES BOND, including, but not limited to,  
19 *Dr. No*, *From Russia With Love*, *Goldfinger*, *Thunderball*, *You Only Live Twice*,  
20 *Casino Royale* (1967), *On Her Majesty’s Secret Service*, *Diamonds Are Forever*,  
21 *Live and Let Die*, *The Man With the Golden Gun*, *The Spy Who Loved Me*,  
22 *Moonraker*, *For Your Eyes Only*, *Octopussy*, *Never Say Never Again*, *A View to a Kill*,  
23 *The Living Daylights*, *License to Kill*, *GoldenEye*, *Tomorrow Never Dies*, *The World is Not Enough*, *Die Another Day*, *Casino Royale* (2006), *Quantum of Solace*,  
25 and *Skyfall*.

26      6. “JAMES BOND WORKS” means the JAMES BOND LITERARY  
27 WORKS and the JAMES BOND MOTION PICTURES.

7. "MOTION PICTURE" means a motion picture based in whole or in part on the SCREENPLAY, regardless of what the motion picture is titled.

8. “SCREENPLAY” means the screenplay titled *Section 6* purportedly authored by Aaron Berg, including any prior or later draft, version, iteration, revision, or adaptation thereof.

9. “SECTION 6 PRODUCERS” means any one or more PERSONS who have been, or currently are, involved in developing, preparing, supervising, or otherwise working on the SCREENPLAY or the MOTION PICTURE, including, but not limited to, Lawrence Grey, Grey Matter Productions, Marc Platt, Marc Platt Productions, Adam Siegel, Nira Park, and/or Big Talk Pictures.

10. “YOU,” or “YOUR” means defendant Universal City Studios LLC as well as all parents, subsidiaries, or other affiliates, predecessor or successor companies, any and all divisions, and any and all present and former officers, directors, representatives, shareholders, agents, employees, attorneys, accountants, investigators, or any other PERSON, and/or affiliate acting on any of their behalves.

## INSTRUCTIONS

1. These Requests call for the production of all responsive DOCUMENTS that are within YOUR possession, custody, or control. A document is in YOUR “possession, custody, or control” if it is in YOUR physical possession, or if, as a practical matter, YOU have the ability, upon request, to obtain possession of the DOCUMENT or a copy thereof from another PERSON or entity that has physical possession of the DOCUMENT.

2. Whenever YOU object to a particular Request, or portion thereof, YOU must produce all DOCUMENTS called for which are not subject to that objection.

3. If any DOCUMENT, or any portion of a DOCUMENT, covered by these Requests is withheld by reason of a claim of attorney-client privilege, attorney

1 work product protection, or any other privilege or protection, furnish a log  
 2 providing the following information with respect to each such withheld  
 3 DOCUMENT: date, author, recipients, general subject matter, subject line (if  
 4 applicable), and legal basis upon which the DOCUMENT has been withheld. If  
 5 work product protection is asserted, also include the matter for which the document  
 6 was created.

7       4. With respect to any DOCUMENT maintained or stored electronically,  
 8 harvest it in a manner that maintains the integrity and readability of all data,  
 9 including all metadata.

10      5. Produce all DOCUMENTS maintained or stored electronically in TIFF  
  11 format (branded with production numbers and, as appropriate, redactions)  
  12 accompanied by data files which reference the beginning and ending image bates  
  13 numbers of each document and associated image cross-reference files, family group  
  14 indications, and with all metadata intact and in an appropriate and useable manner.  
  15 Encrypted or password-protected DOCUMENTS should be produced in a form  
  16 permitting them to be reviewed.

17       6. Produce Microsoft Excel and other spreadsheet files in native format.

18       7. Organize electronic DOCUMENTS produced for inspection in the  
  19 same manner that YOU store them (*e.g.*, if maintained by a custodian, such as email  
  20 residing on an email server, organize DOCUMENTS for production by custodian;  
  21 if maintained in a subfolder of “My documents” on a custodian’s hard drive,  
  22 organize DOCUMENTS for production by custodian with path information  
  23 preserved, etc.).

24       8. To the extent responsive DOCUMENTS reside in databases and other  
  25 such systems and files, YOU are requested to produce the relevant database(s) in  
  26 useable form and/or permit access for inspection, review, and extraction of  
  27 responsive information.

28

1       9. These requests require production of paper DOCUMENTS in the same  
 2 form and same order as they are kept in the usual course of business, or organized  
 3 and labeled to correspond with the Requests set forth below. If you choose the  
 4 former method, the DOCUMENTS are to be produced in the boxes, file folders,  
 5 bindings, or other containers in which the DOCUMENTS are found. The titles,  
 6 labels, or other descriptions on the boxes, file folders, bindings, or other containers  
 7 are to be left intact.

8       10. For any DOCUMENT or category of DOCUMENTS that was, but no  
 9 longer is, in YOUR possession, custody, or control, describe each such  
 10 DOCUMENT as completely as possible and provide the following information:

- 11       (a) The reason the DOCUMENT is no longer in YOUR possession,  
 12 custody, or control;
- 13       (b) The PERSON or entity, if any, who has possession, custody, or  
 14 control or, if unknown, so state;
- 15       (c) If the DOCUMENT was destroyed or otherwise disposed of,  
 16 state (i) the manner of disposal (*i.e.*, destruction, loss,  
 17 discarding, or other means of disposal); (ii) the date of disposal;  
 18 (iii) the reason for disposal; (iv) the PERSON authorizing  
 19 disposal; (v) the PERSON disposing of the DOCUMENT; and  
 20 (vi) the name, address, and business affiliation of the most  
 21 recent custodian of the DOCUMENT.

22       11. Pursuant to Federal Rule of Civil Procedure 26(e)(1), these Requests  
 23 impose a continuing obligation subsequent to YOUR initial production to timely  
 24 supplement YOUR response or production if YOU determine that YOUR response  
 25 or production is incomplete or incorrect.

### **REQUESTS FOR PRODUCTION**

26       27       1. All versions and drafts of the SCREENPLAY, including, but not  
 28 limited to:

1           a.     all versions and drafts of the SCREENPLAY that YOU received  
2                         from BERG;  
3           b.     the most recent version of the SCREENPLAY; and  
4           c.     all versions and drafts of the SCREENPLAY that YOU sent or  
5                         gave to any PERSON, including any producer, actor, director,  
6                         writer, or production personnel, or their agents, managers,  
7                         attorneys, or any other representatives.

8           2.     All DOCUMENTS that constitute, memorialize, or refer to  
9     COVERAGE of the SCREENPLAY.

10          3.     All COMMUNICATIONS with BERG RELATED TO the  
11     SCREENPLAY.

12          4.     All COMMUNICATIONS with BERG RELATED TO the MOTION  
13     PICTURE.

14          5.     All COMMUNICATIONS with BERG that mention or refer to one or  
15     more of the plaintiffs.

16          6.     All COMMUNICATIONS with BERG that mention or refer to  
17     JAMES BOND.

18          7.     All COMMUNICATIONS with BERG that mention or refer to any of  
19     the JAMES BOND WORKS or any of their titles, characters, plots, dialogue,  
20     settings, themes, or other literary or dramatic elements.

21          8.     All COMMUNICATIONS with the SECTION 6 PRODUCERS  
22     RELATED TO the SCREENPLAY.

23          9.     All COMMUNICATIONS with the SECTION 6 PRODUCERS  
24     RELATED TO the MOTION PICTURE.

25          10.    All COMMUNICATIONS with the SECTION 6 PRODUCERS  
26     RELATED TO BERG.

27          11.    All COMMUNICATIONS with the SECTION 6 PRODUCERS  
28     RELATED TO JAMES BOND.

1           12. All COMMUNICATIONS with the SECTION 6 PRODUCERS  
2 RELATED TO the JAMES BOND WORKS.

3           13. All DOCUMENTS RELATED TO the SCREENPLAY that contain  
4 the words "Bond," "James Bond," "007," "00", "double-O", "will return," "M,"  
5 "Q," "Moneypenny," "Bond Girls," the name of any other character in any of the  
6 JAMES BOND WORKS, "license to kill," or "his [or her] majesty's secret  
7 service."

8           14. All DOCUMENTS RELATED TO the MOTION PICTURE that  
9 contain the words "Bond," "James Bond," "007," "00," "double-O," "will return,"  
10 "M," "Q," "Moneypenny," "Bond Girls," the name of any other character in any of  
11 the JAMES BOND WORKS, "license to kill," or "his [or her] majesty's secret  
12 service."

13           15. All DOCUMENTS RELATED TO the SCREENPLAY that mention  
14 or refer to any of the JAMES BOND WORKS or any of their titles, characters,  
15 plots, dialogue, settings, themes, or other literary or dramatic elements.

16           16. All DOCUMENTS RELATED TO the MOTION PICTURE that  
17 mention or refer to any of the JAMES BOND WORKS or any of their titles,  
18 characters, plots, dialogue, settings, themes, or other literary or dramatic elements.

19           17. All cover letters, transmittal letters, buck slips, notes, or other  
20 COMMUNICATIONS included with or attached to any copy of the  
21 SCREENPLAY provided to any PERSON for any purpose.

22           18. All COMMUNICATIONS between YOU and any PERSON in  
23 connection with that PERSON'S receipt or review of the SCREENPLAY.

24           19. All DOCUMENTS that memorialize or refer to any  
25 COMMUNICATIONS between any of YOUR officers or employees concerning  
26 the SCREENPLAY, including without limitation: (a) any notes of any meetings or  
27 conference calls concerning the SCREENPLAY and (b) any DOCUMENTS that

1 memorialize or refer to any telephone or in-person discussion concerning the  
2 SCREENPLAY.

3       20. All COMMUNICATIONS between or among YOUR officers or  
4 employees RELATED TO the SCREENPLAY.

5       21. All COMMUNICATIONS between YOU and any other PERSON  
6 RELATED TO the SCREENPLAY.

7       22. All DOCUMENTS RELATED TO any casting notices or casting calls  
8 for the MOTION PICTURE.

9       23. All DOCUMENTS RELATED TO any edits, revisions, rewrites, or  
10 changes to the SCREENPLAY that any PERSON suggested be made, requested be  
11 made, directed be made, or considered making.

12       24. All DOCUMENTS RELATED TO any edits, revisions, rewrites, or  
13 changes any PERSON has made to the SCREENPLAY.

14       25. All DOCUMENTS RELATED TO YOUR hiring, directing, or asking  
15 any PERSON to edit, revise, rewrite, or change the SCREENPLAY.

16       26. All DOCUMENTS RELATED TO any agreements or contracts YOU  
17 have negotiated, are negotiating, or have entered into with BERG.

18       27. All DOCUMENTS RELATED TO any monetary or other  
19 consideration BERG has received, or may receive in the future, RELATED TO the  
20 SCREENPLAY.

21       28. All DOCUMENTS RELATED TO any monetary or other  
22 consideration BERG has received, or may receive in the future, RELATED TO the  
23 MOTION PICTURE.

24       29. All DOCUMENTS RELATED TO any agreements or contracts YOU  
25 have negotiated, are negotiating, or have entered into with any PERSON  
26 RELATED TO the SCREENPLAY.

27  
28

1       30. All DOCUMENTS RELATED TO any agreements or contracts YOU  
2 have negotiated, are negotiating, or have entered into with any PERSON  
3 RELATED TO the MOTION PICTURE.

4       31. All DOCUMENTS and COMMUNICATIONS RELATED TO  
5 obtaining any form of liability insurance, including, but not limited to, errors and  
6 omissions insurance, in connection with the SCREENPLAY or the MOTION  
7 PICTURE.

8       32. All DOCUMENTS that constitute, memorialize, or refer to any edits,  
9 revisions, rewrites, or changes to the SCREENPLAY that were suggested,  
10 proposed, or requested in connection with obtaining any form of liability insurance,  
11 including, but not limited to, errors and omissions insurance, in connection with the  
12 SCREENPLAY or the MOTION PICTURE.

13       33. All DOCUMENTS that constitute, memorialize, or refer to reviews or  
14 analyses of the SCREENPLAY prepared by or at the request of any issuers or  
15 underwriters of any form of liability insurance, including, but not limited to, errors  
16 and omissions insurance.

17       34. DOCUMENTS RELATED TO any notices YOU have sent regarding  
18 YOUR or the notice recipient's obligation to preserve and/or retain DOCUMENTS  
19 RELATED to any dispute between YOU and plaintiffs or to this lawsuit.

20       35. DOCUMENTS sufficient to identify all PERSONS to whom each  
21 notice described in the prior request was sent and the date such notice was sent.

22       36. All DOCUMENTS RELATED TO any COMMUNICATIONS  
23 between plaintiffs and/or plaintiffs' counsel, on the one hand, and YOU, on the  
24 other hand, RELATED TO the SCREENPLAY, including, but not limited to, the  
25 correspondence sent by plaintiffs and/or plaintiffs' counsel to YOU dated October  
26 23, 2013, November 18, 2013, November 27, 2013, and/or March 26, 2014, and the  
27 correspondence sent by YOU to plaintiffs and/or plaintiffs' counsel dated  
28 November 26, 2013 and/or March 31, 2014, or the subjects raised therein.

1       37. All DOCUMENTS RELATED TO whether the SCREENPLAY or the  
2 MOTION PICTURE violates or may violate any PERSON'S intellectual property  
3 rights or other rights.

4       38. To the extent not produced in response to any prior request, all  
5 DOCUMENTS and COMMUNICATIONS RELATED TO the SCREENPLAY  
6 and/or the MOTION PICTURE.

7  
8 Dated: April 4, 2014

ROBERT M. SCHWARTZ  
CASSANDRA L. SETO  
BRIAN J. FINKELSTEIN  
O'MELVENY & MYERS LLP

MARC A. BECKER  
QUINN EMANUEL URQUHART  
& SULLIVAN, LLP

13  
14 By:  
15 \_\_\_\_\_  
16 Robert M. Schwartz  
17 Attorneys for Plaintiffs Danjaq, LLC; Metro-  
18 Goldwyn-Mayer Studios Inc.; United Artists  
19 Corporation; Seventeen Leasing  
Corporation; Eighteen Leasing Corporation;  
Nineteen Leasing Corporation; Twenty  
Leasing Corporation; Twenty-One Leasing  
Company LLC

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## EXHIBIT B

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11 & SULLIVAN, LLP  
12 865 S. Figueroa Street, 10th Floor  
13 Los Angeles, California 90017  
14 Telephone: (213) 443-3000

15 Attorneys for Plaintiffs

16 **UNITED STATES DISTRICT COURT**  
17 **CENTRAL DISTRICT OF CALIFORNIA**

18 DANJAQ, LLC, a Delaware limited  
19 liability company; METRO-  
20 GOLDWYN-MAYER STUDIOS  
21 INC., a Delaware corporation;  
22 UNITED ARTISTS CORPORATION,  
23 a Delaware corporation; SEVENTEEN  
24 LEASING CORPORATION, a  
25 Delaware corporation; EIGHTEEN  
26 LEASING CORPORATION, a  
27 Delaware corporation; NINETEEN  
28 LEASING CORPORATION, a  
Delaware corporation; TWENTY  
ONE LEASING CORPORATION, a  
Delaware corporation; and TWENTY-  
ONE LEASING COMPANY LLC, a  
Delaware limited liability company,

Plaintiffs,

vs.

UNIVERSAL CITY STUDIOS LLC, a  
Delaware limited liability company;  
NBCUNIVERSAL MEDIA, LLC, a  
Delaware limited liability company;  
and AARON BERG, an individual,

Defendants.

Case No. 2:14-cv-02527 DDP-Ex

**PLAINTIFF METRO-GOLDWYN-  
MAYER STUDIOS INC.'S FIRST  
SET OF REQUESTS FOR  
PRODUCTION OF DOCUMENTS  
TO DEFENDANT NBCUNIVERSAL  
MEDIA, LLC**

Propounding Party: Plaintiff Metro-Goldwyn-Mayer Studios Inc.

Responding Party: Defendant NBCUniversal Media, LLC

Set Number: One

Pursuant to Federal Rule of Civil Procedure 34, Local Rule 34 of the United States District Court for the Central District of California, and the Court's order regarding expedited discovery, plaintiff Metro-Goldwyn-Mayer Studios Inc. demands that defendant NBCUniversal Media, LLC produce and permit the inspection and copying of all documents designated below that are in its possession, custody, or control at the offices of O'Melveny & Myers LLP, 1999 Avenue of the Stars, Suite 700, Los Angeles, California 90067 within thirty (30) days of the date of the Court's order regarding expedited discovery. Pursuant to Federal Rule of Civil Procedure 34(b) and the Court's order regarding expedited discovery, defendant must also serve written responses to the requests for production of documents within thirty (30) days of the date of the Court's order regarding expedited discovery.

## **DEFINITIONS**

## General Definitions.

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20 embodies, reflects, or refers to any transmission of information from one person to  
21 another, including, without limitation, by personal meeting, conversation, letter,  
22 telephone, facsimile, electronic mail, instant messaging, text messaging, or  
23 development notes. Each request that encompasses information relating in any way  
24 to COMMUNICATIONS to, from, or within a business or corporate entity is  
25 hereby designated to mean, and should be construed to include, all  
26 COMMUNICATIONS by and between representatives, employees, agents, or  
27 servants of the business or corporate entity. Any reference to “all

1 COMMUNICATIONS” refers to all DOCUMENTS that RELATE TO  
 2 COMMUNICATIONS.

3       2. “DOCUMENT[S]” shall be construed in the broadest sense to mean  
 4 any and all writings, tangible things, and property of any kind that are now or that  
 5 have been in YOUR actual or constructive possession, custody, or control,  
 6 including, but not limited to: any handwritten, typewritten, printed, drawn, charted,  
 7 taped, filmed, copied, recorded, transcribed, graphic, or photographic matter of any  
 8 kind or nature, in, through, or from which information may be embodied,  
 9 translated, conveyed, or stored, whether an original, a draft, or copy, however  
 10 produced or reproduced, whether sent or received or neither, including, but not  
 11 limited to, notes, memoranda, correspondence, text messages, instant messages,  
 12 letters, facsimiles and facsimile transmittals, reports, inter- and intra-office  
 13 COMMUNICATIONS, buck slips, work papers, work sheets, work records,  
 14 ledgers, graphs, indexes, advertisements, brochures, bills, time cards, receipts,  
 15 telephone records, telegrams, telexes, literature, invoices, contracts, purchase  
 16 orders, estimates, recordings, transcriptions of recordings, records, books,  
 17 pamphlets, periodicals, publications, papers, tapes, video, audio and digital  
 18 recordings, television commercials, website or other spot advertisements,  
 19 prototypes, products, calendars, charts, diaries, drawings, sketches, messages,  
 20 photographs, and any “active” or “backup” data contained in or accessible through  
 21 any electronic data processing system, including, but not limited to, computer  
 22 databases, data compilations, computer files and tapes, computer disks, CD-ROMs,  
 23 DVDs, flash drives, thumb drives, hard drives, computer metadata, electronic mail,  
 24 online or network storage, website and web pages and transcriptions thereof,  
 25 Internet social networking sites, and all other memorializations of any  
 26 conversations, meetings, and conferences, by telephone or otherwise. The term  
 27 DOCUMENT also means every copy of a DOCUMENT, where such copy is not an  
 28 identical duplicate of the original, whether because of deletions, underlinings,

1 showing of blind copies, initialing, signatures, receipt stamps, comments, notations,  
 2 differences in stationery, or any other difference or modification of any kind. The  
 3 term DOCUMENT includes COMMUNICATIONS.

4       3. “PERSON” means any natural person, firm, association, organization,  
 5 partnership, business trust, corporation, company, public entity, or other legal entity  
 6 or organization separately identifiable, and any department(s) or division(s) therein.

7       4. “RELATE[D] TO” means a DOCUMENT or DOCUMENTS that  
 8 concern, refer to, summarize, reflect, constitute, comprise, state, contain, embody,  
 9 pertain to, identify, study, are involved with, mention, discuss, consist of, show,  
 10 comment upon, evidence, support, respond to, deal with, describe, analyze, refute,  
 11 contradict, or are in any way pertinent to that subject, directly or indirectly, in  
 12 whole or in part.

13       5. The terms “and” and “or” will be construed both conjunctively and  
 14 disjunctively, and each will include the other whenever such a dual construction  
 15 would serve to bring within a category DOCUMENTS or information that would  
 16 not otherwise be within its scope.

17       6. The terms “all” or “any” mean “any, all, each, and every.”

18       7. The singular form shall include the plural and vice versa whenever  
 19 such dual construction will serve to bring within the scope of any Request  
 20 DOCUMENTS that would otherwise not be brought within its scope.

21

22 Case-Specific Definitions.

23       1. “BERG” means defendant Aaron Berg together with any present or  
 24 former employees, agents, managers, attorneys, representatives, accountants, or  
 25 other PERSON(S) acting on Mr. Berg’s behalf. If “Aaron Berg” is a pseudonym or  
 26 otherwise represents one or more other PERSONS, “BERG” means the PERSON  
 27 or PERSONS who wrote the SCREENPLAY or who purport to be the screenwriter  
 28 known as “Aaron Berg,” together with any present or former employees, agents,

1 managers, attorneys, representatives, accountants, or other PERSON(S) acting on  
 2 his, her, or their behalves.

3       2. “COVERAGE” means any written summary, abstract, or analysis of a  
 4 written work, such as a screenplay, which may include a description of the literary  
 5 or dramatic elements of a work (such as its characters and plot) and may also  
 6 include an evaluation of the work.

7       3. “JAMES BOND” means the character James Bond created by author  
 8 Ian Fleming and featured in the JAMES BOND LITERARY WORKS and the  
 9 JAMES BOND MOTION PICTURES.

10      4. “JAMES BOND LITERARY WORKS” means any novels, short  
 11 stories, collections, and/or serials that feature, in part, JAMES BOND, including,  
 12 but not limited to, *Dr. No*, *From Russia With Love*, *Goldfinger*, *Thunderball*, *You  
    Only Live Twice*, *On Her Majesty’s Secret Service*, *Diamonds Are Forever*, *Live  
    and Let Die*, *The Man With the Golden Gun*, *The Spy Who Loved Me*, *Moonraker*,  
 15 *For Your Eyes Only*, *Octopussy*, *A View to a Kill*, *The Living Daylights*, *Casino  
    Royale*, and *Quantum of Solace*.

17      5. “JAMES BOND MOTION PICTURES” means any motion pictures or  
 18 television shows that feature, in part, JAMES BOND, including, but not limited to,  
 19 *Dr. No*, *From Russia With Love*, *Goldfinger*, *Thunderball*, *You Only Live Twice*,  
 20 *Casino Royale* (1967), *On Her Majesty’s Secret Service*, *Diamonds Are Forever*,  
 21 *Live and Let Die*, *The Man With the Golden Gun*, *The Spy Who Loved Me*,  
 22 *Moonraker*, *For Your Eyes Only*, *Octopussy*, *Never Say Never Again*, *A View to a  
    Kill*, *The Living Daylights*, *License to Kill*, *GoldenEye*, *Tomorrow Never Dies*, *The  
    World is Not Enough*, *Die Another Day*, *Casino Royale* (2006), *Quantum of Solace*,  
 25 and *Skyfall*.

26      6. “JAMES BOND WORKS” means the JAMES BOND LITERARY  
 27 WORKS and the JAMES BOND MOTION PICTURES.

28

1       7. “MOTION PICTURE” means a motion picture based in whole or in  
 2 part on the SCREENPLAY, regardless of what the motion picture is titled.

3       8. “SCREENPLAY” means the screenplay titled *Section 6* purportedly  
 4 authored by Aaron Berg, including any prior or later draft, version, iteration,  
 5 revision, or adaptation thereof.

6       9. “SECTION 6 PRODUCERS” means any one or more PERSONS who  
 7 have been, or currently are, involved in developing, preparing, supervising, or  
 8 otherwise working on the SCREENPLAY or the MOTION PICTURE, including,  
 9 but not limited to, Lawrence Grey, Grey Matter Productions, Marc Platt, Marc Platt  
 10 Productions, Adam Siegel, Nira Park, and/or Big Talk Pictures.

11      10. “YOU,” or “YOUR” means defendant NBCUniversal Media, LLC as  
 12 well as all parents, subsidiaries, or other affiliates, predecessor or successor  
 13 companies, any and all divisions, and any and all present and former officers,  
 14 directors, representatives, shareholders, agents, employees, attorneys, accountants,  
 15 investigators, or any other PERSON, and/or affiliate acting on any of their  
 16 behalves.

### INSTRUCTIONS

1       1. These Requests call for the production of all responsive  
 2 DOCUMENTS that are within YOUR possession, custody, or control. A document  
 3 is in YOUR “possession, custody, or control” if it is in YOUR physical possession,  
 4 or if, as a practical matter, YOU have the ability, upon request, to obtain possession  
 5 of the DOCUMENT or a copy thereof from another PERSON or entity that has  
 6 physical possession of the DOCUMENT.

7       2. Whenever YOU object to a particular Request, or portion thereof,  
 8 YOU must produce all DOCUMENTS called for which are not subject to that  
 9 objection.

10      3. If any DOCUMENT, or any portion of a DOCUMENT, covered by  
 11 these Requests is withheld by reason of a claim of attorney-client privilege, attorney

1 work product protection, or any other privilege or protection, furnish a log  
 2 providing the following information with respect to each such withheld  
 3 DOCUMENT: date, author, recipients, general subject matter, subject line (if  
 4 applicable), and legal basis upon which the DOCUMENT has been withheld. If  
 5 work product protection is asserted, also include the matter for which the document  
 6 was created.

7       4. With respect to any DOCUMENT maintained or stored electronically,  
 8 harvest it in a manner that maintains the integrity and readability of all data,  
 9 including all metadata.

10      5. Produce all DOCUMENTS maintained or stored electronically in TIFF  
  11 format (branded with production numbers and, as appropriate, redactions)  
  12 accompanied by data files which reference the beginning and ending image bates  
  13 numbers of each document and associated image cross-reference files, family group  
  14 indications, and with all metadata intact and in an appropriate and useable manner.  
  15 Encrypted or password-protected DOCUMENTS should be produced in a form  
  16 permitting them to be reviewed.

17      6. Produce Microsoft Excel and other spreadsheet files in native format.

18      7. Organize electronic DOCUMENTS produced for inspection in the  
  19 same manner that YOU store them (*e.g.*, if maintained by a custodian, such as email  
  20 residing on an email server, organize DOCUMENTS for production by custodian;  
  21 if maintained in a subfolder of “My documents” on a custodian’s hard drive,  
  22 organize DOCUMENTS for production by custodian with path information  
  23 preserved, etc.).

24      8. To the extent responsive DOCUMENTS reside in databases and other  
  25 such systems and files, YOU are requested to produce the relevant database(s) in  
  26 useable form and/or permit access for inspection, review, and extraction of  
  27 responsive information.

28

1       9. These requests require production of paper DOCUMENTS in the same  
 2 form and same order as they are kept in the usual course of business, or organized  
 3 and labeled to correspond with the Requests set forth below. If you choose the  
 4 former method, the DOCUMENTS are to be produced in the boxes, file folders,  
 5 bindings, or other containers in which the DOCUMENTS are found. The titles,  
 6 labels, or other descriptions on the boxes, file folders, bindings, or other containers  
 7 are to be left intact.

8       10. For any DOCUMENT or category of DOCUMENTS that was, but no  
 9 longer is, in YOUR possession, custody, or control, describe each such  
 10 DOCUMENT as completely as possible and provide the following information:

- 11       (a) The reason the DOCUMENT is no longer in YOUR possession,  
 12 custody, or control;
- 13       (b) The PERSON or entity, if any, who has possession, custody, or  
 14 control or, if unknown, so state;
- 15       (c) If the DOCUMENT was destroyed or otherwise disposed of,  
 16 state (i) the manner of disposal (*i.e.*, destruction, loss,  
 17 discarding, or other means of disposal); (ii) the date of disposal;  
 18 (iii) the reason for disposal; (iv) the PERSON authorizing  
 19 disposal; (v) the PERSON disposing of the DOCUMENT; and  
 20 (vi) the name, address, and business affiliation of the most  
 21 recent custodian of the DOCUMENT.

22       11. Pursuant to Federal Rule of Civil Procedure 26(e)(1), these Requests  
 23 impose a continuing obligation subsequent to YOUR initial production to timely  
 24 supplement YOUR response or production if YOU determine that YOUR response  
 25 or production is incomplete or incorrect.

### **REQUESTS FOR PRODUCTION**

26       1. All versions and drafts of the SCREENPLAY, including, but not  
 27 limited to:

1           a.     all versions and drafts of the SCREENPLAY that YOU received  
2                         from BERG;  
3           b.     the most recent version of the SCREENPLAY; and  
4           c.     all versions and drafts of the SCREENPLAY that YOU sent or  
5                         gave to any PERSON, including any producer, actor, director,  
6                         writer, or production personnel, or their agents, managers,  
7                         attorneys, or any other representatives.

8           2.     All DOCUMENTS that constitute, memorialize, or refer to  
9     COVERAGE of the SCREENPLAY.

10          3.     All COMMUNICATIONS with BERG RELATED TO the  
11     SCREENPLAY.

12          4.     All COMMUNICATIONS with BERG RELATED TO the MOTION  
13     PICTURE.

14          5.     All COMMUNICATIONS with BERG that mention or refer to one or  
15     more of the plaintiffs.

16          6.     All COMMUNICATIONS with BERG that mention or refer to  
17     JAMES BOND.

18          7.     All COMMUNICATIONS with BERG that mention or refer to any of  
19     the JAMES BOND WORKS or any of their titles, characters, plots, dialogue,  
20     settings, themes, or other literary or dramatic elements.

21          8.     All COMMUNICATIONS with the SECTION 6 PRODUCERS  
22     RELATED TO the SCREENPLAY.

23          9.     All COMMUNICATIONS with the SECTION 6 PRODUCERS  
24     RELATED TO the MOTION PICTURE.

25          10.    All COMMUNICATIONS with the SECTION 6 PRODUCERS  
26     RELATED TO BERG.

27          11.    All COMMUNICATIONS with the SECTION 6 PRODUCERS  
28     RELATED TO JAMES BOND.

1           12. All COMMUNICATIONS with the SECTION 6 PRODUCERS  
2 RELATED TO the JAMES BOND WORKS.

3           13. All DOCUMENTS RELATED TO the SCREENPLAY that contain  
4 the words "Bond," "James Bond," "007," "00", "double-O", "will return," "M,"  
5 "Q," "Moneypenny," "Bond Girls," the name of any other character in any of the  
6 JAMES BOND WORKS, "license to kill," or "his [or her] majesty's secret  
7 service."

8           14. All DOCUMENTS RELATED TO the MOTION PICTURE that  
9 contain the words "Bond," "James Bond," "007," "00," "double-O," "will return,"  
10 "M," "Q," "Moneypenny," "Bond Girls," the name of any other character in any of  
11 the JAMES BOND WORKS, "license to kill," or "his [or her] majesty's secret  
12 service."

13           15. All DOCUMENTS RELATED TO the SCREENPLAY that mention  
14 or refer to any of the JAMES BOND WORKS or any of their titles, characters,  
15 plots, dialogue, settings, themes, or other literary or dramatic elements.

16           16. All DOCUMENTS RELATED TO the MOTION PICTURE that  
17 mention or refer to any of the JAMES BOND WORKS or any of their titles,  
18 characters, plots, dialogue, settings, themes, or other literary or dramatic elements.

19           17. All cover letters, transmittal letters, buck slips, notes, or other  
20 COMMUNICATIONS included with or attached to any copy of the  
21 SCREENPLAY provided to any PERSON for any purpose.

22           18. All COMMUNICATIONS between YOU and any PERSON in  
23 connection with that PERSON'S receipt or review of the SCREENPLAY.

24           19. All DOCUMENTS that memorialize or refer to any  
25 COMMUNICATIONS between any of YOUR officers or employees concerning  
26 the SCREENPLAY, including without limitation: (a) any notes of any meetings or  
27 conference calls concerning the SCREENPLAY and (b) any DOCUMENTS that

1 memorialize or refer to any telephone or in-person discussion concerning the  
2 SCREENPLAY.

3       20. All COMMUNICATIONS between or among YOUR officers or  
4 employees RELATED TO the SCREENPLAY.

5       21. All COMMUNICATIONS between YOU and any other PERSON  
6 RELATED TO the SCREENPLAY.

7       22. All DOCUMENTS RELATED TO any casting notices or casting calls  
8 for the MOTION PICTURE.

9       23. All DOCUMENTS RELATED TO any edits, revisions, rewrites, or  
10 changes to the SCREENPLAY that any PERSON suggested be made, requested be  
11 made, directed be made, or considered making.

12       24. All DOCUMENTS RELATED TO any edits, revisions, rewrites, or  
13 changes any PERSON has made to the SCREENPLAY.

14       25. All DOCUMENTS RELATED TO YOUR hiring, directing, or asking  
15 any PERSON to edit, revise, rewrite, or change the SCREENPLAY.

16       26. All DOCUMENTS RELATED TO any agreements or contracts YOU  
17 have negotiated, are negotiating, or have entered into with BERG.

18       27. All DOCUMENTS RELATED TO any monetary or other  
19 consideration BERG has received, or may receive in the future, RELATED TO the  
20 SCREENPLAY.

21       28. All DOCUMENTS RELATED TO any monetary or other  
22 consideration BERG has received, or may receive in the future, RELATED TO the  
23 MOTION PICTURE.

24       29. All DOCUMENTS RELATED TO any agreements or contracts YOU  
25 have negotiated, are negotiating, or have entered into with any PERSON  
26 RELATED TO the SCREENPLAY.

27  
28

1       30. All DOCUMENTS RELATED TO any agreements or contracts YOU  
 2 have negotiated, are negotiating, or have entered into with any PERSON  
 3 RELATED TO the MOTION PICTURE.

4       31. All DOCUMENTS and COMMUNICATIONS RELATED TO  
 5 obtaining any form of liability insurance, including, but not limited to, errors and  
 6 omissions insurance, in connection with the SCREENPLAY or the MOTION  
 7 PICTURE.

8       32. All DOCUMENTS that constitute, memorialize, or refer to any edits,  
 9 revisions, rewrites, or changes to the SCREENPLAY that were suggested,  
 10 proposed, or requested in connection with obtaining any form of liability insurance,  
 11 including, but not limited to, errors and omissions insurance, in connection with the  
 12 SCREENPLAY or the MOTION PICTURE.

13       33. All DOCUMENTS that constitute, memorialize, or refer to reviews or  
 14 analyses of the SCREENPLAY prepared by or at the request of any issuers or  
 15 underwriters of any form of liability insurance, including, but not limited to, errors  
 16 and omissions insurance.

17       34. DOCUMENTS RELATED TO any notices YOU have sent regarding  
 18 YOUR or the notice recipient's obligation to preserve and/or retain DOCUMENTS  
 19 RELATED to any dispute between YOU and plaintiffs or to this lawsuit.

20       35. DOCUMENTS sufficient to identify all PERSONS to whom each  
 21 notice described in the prior request was sent and the date such notice was sent.

22       36. All DOCUMENTS RELATED TO any COMMUNICATIONS  
 23 between plaintiffs and/or plaintiffs' counsel, on the one hand, and YOU, on the  
 24 other hand, RELATED TO the SCREENPLAY, including, but not limited to, the  
 25 correspondence sent by plaintiffs and/or plaintiffs' counsel to YOU dated October  
 26 23, 2013, November 18, 2013, November 27, 2013, and/or March 26, 2014, and the  
 27 correspondence sent by YOU to plaintiffs and/or plaintiffs' counsel dated  
 28 November 26, 2013 and/or March 31, 2014, or the subjects raised therein.

1       37. All DOCUMENTS RELATED TO whether the SCREENPLAY or the  
2 MOTION PICTURE violates or may violate any PERSON'S intellectual property  
3 rights or other rights.

4       38. To the extent not produced in response to any prior request, all  
5 DOCUMENTS and COMMUNICATIONS RELATED TO the SCREENPLAY  
6 and/or the MOTION PICTURE.

7  
8 Dated: April 4, 2014

ROBERT M. SCHWARTZ  
CASSANDRA L. SETO  
BRIAN J. FINKELSTEIN  
O'MELVENY & MYERS LLP

MARC A. BECKER  
QUINN EMANUEL URQUHART  
& SULLIVAN, LLP

13  
14 By:  
15 \_\_\_\_\_  
16 Robert M. Schwartz  
17 Attorneys for Plaintiffs Danjaq, LLC; Metro-  
18 Goldwyn-Mayer Studios Inc.; United Artists  
19 Corporation; Seventeen Leasing  
Corporation; Eighteen Leasing Corporation;  
Nineteen Leasing Corporation; Twenty  
Leasing Corporation; Twenty-One Leasing  
Company LLC

20  
21  
22  
23  
24  
25  
26  
27  
28

# EXHIBIT C

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13 Los Angeles, California 90017  
14 Telephone: (213) 443-3000

15 Attorneys for Plaintiffs

16 **UNITED STATES DISTRICT COURT**  
17 **CENTRAL DISTRICT OF CALIFORNIA**

18 DANJAQ, LLC, a Delaware limited  
19 liability company; METRO-  
20 GOLDWYN-MAYER STUDIOS  
21 INC., a Delaware corporation;  
22 UNITED ARTISTS CORPORATION,  
23 a Delaware corporation; SEVENTEEN  
24 LEASING CORPORATION, a  
25 Delaware corporation; EIGHTEEN  
26 LEASING CORPORATION, a  
27 Delaware corporation; NINETEEN  
28 LEASING CORPORATION, a  
Delaware corporation; TWENTY  
ONE LEASING COMPANY LLC, a  
Delaware limited liability company,

Plaintiffs,

vs.

UNIVERSAL CITY STUDIOS LLC, a  
Delaware limited liability company;  
NBCUNIVERSAL MEDIA, LLC, a  
Delaware limited liability company;  
and AARON BERG, an individual,

Defendants.

Case No. 2:14-cv-02527 DDP-Ex

**PLAINTIFF METRO-GOLDWYN-  
MAYER STUDIOS INC.'S FIRST  
SET OF REQUESTS FOR  
PRODUCTION OF DOCUMENTS  
TO DEFENDANT AARON BERG**

Propounding Party: Plaintiff Metro-Goldwyn-Mayer Studios Inc.  
Responding Party: Defendant Aaron Berg  
Set Number: One

Pursuant to Federal Rule of Civil Procedure 34, Local Rule 34 of the United States District Court for the Central District of California, and the Court's order regarding expedited discovery, plaintiff Metro-Goldwyn-Mayer Studios Inc. demands that defendant Aaron Berg produce and permit the inspection and copying of all documents designated below that are in his possession, custody, or control at the offices of O'Melveny & Myers LLP, 1999 Avenue of the Stars, Suite 700, Los Angeles, California 90067 within thirty (30) days of the date of the Court's order regarding expedited discovery. Pursuant to Federal Rule of Civil Procedure 34(b) and the Court's order regarding expedited discovery, defendant must also serve written responses to the requests for production of documents within thirty (30) days of the date of the Court's order regarding expedited discovery.

## **DEFINITIONS**

## General Definitions.

18       1.     “COMMUNICATION[S]” means any DOCUMENT that comprises,  
19 embodies, reflects, or refers to any transmission of information from one person to  
20 another, including, without limitation, by personal meeting, conversation, letter,  
21 telephone, facsimile, electronic mail, instant messaging, text messaging, or  
22 development notes. Each request that encompasses information relating in any way  
23 to COMMUNICATIONS to, from, or within a business or corporate entity is  
24 hereby designated to mean, and should be construed to include, all  
25 COMMUNICATIONS by and between representatives, employees, agents, or  
26 servants of the business or corporate entity. Any reference to “all  
27 COMMUNICATIONS” refers to all DOCUMENTS that RELATE TO  
28 COMMUNICATIONS.

1       2.     “DOCUMENT[S]” shall be construed in the broadest sense to mean  
2     any and all writings, tangible things, and property of any kind that are now or that  
3     have been in YOUR actual or constructive possession, custody, or control,  
4     including, but not limited to: any handwritten, typewritten, printed, drawn, charted,  
5     taped, filmed, copied, recorded, transcribed, graphic, or photographic matter of any  
6     kind or nature, in, through, or from which information may be embodied,  
7     translated, conveyed, or stored, whether an original, a draft, or copy, however  
8     produced or reproduced, whether sent or received or neither, including, but not  
9     limited to, notes, memoranda, correspondence, text messages, instant messages,  
10    letters, facsimiles and facsimile transmittals, reports, inter- and intra-office  
11    COMMUNICATIONS, buck slips, work papers, work sheets, work records,  
12    ledgers, graphs, indexes, advertisements, brochures, bills, time cards, receipts,  
13    purchase orders, telephone records, literature, invoices, contracts, estimates,  
14    recordings, transcriptions of recordings, records, books, pamphlets, periodicals,  
15    publications, papers, tapes, video, audio and digital recordings, television  
16    commercials, website or other spot advertisements, prototypes, products, calendars,  
17    charts, diaries, drawings, sketches, messages, photographs, and any “active” or  
18    “backup” data contained in or accessible through any electronic data processing  
19    system, including, but not limited to, computer databases, data compilations,  
20    computer files and tapes, computer disks, CD-ROMs, DVDs, flash drives, thumb  
21    drives, hard drives, computer metadata, electronic mail, online or network storage,  
22    website and web pages and transcriptions thereof, Internet social networking sites,  
23    and all other memorializations of any conversations, meetings, and conferences, by  
24    telephone or otherwise. The term DOCUMENT also means every copy of a  
25    DOCUMENT, where such copy is not an identical duplicate of the original,  
26    whether because of deletions, underlinings, showing of blind copies, initialing,  
27    signatures, receipt stamps, comments, notations, differences in stationery, or any  
28

1 other difference or modification of any kind. The term DOCUMENT includes  
 2 COMMUNICATIONS.

3       3. “PERSON” means any natural person, firm, association, organization,  
 4 partnership, business trust, corporation, company, public entity, or other legal entity  
 5 or organization separately identifiable, and any department(s) or division(s) therein.

6       4. “RELATE[D] TO” means a DOCUMENT or DOCUMENTS that  
 7 concern, refer to, summarize, reflect, constitute, comprise, state, contain, embody,  
 8 pertain to, identify, study, are involved with, mention, discuss, consist of, show,  
 9 comment upon, evidence, support, respond to, deal with, describe, analyze, refute,  
 10 contradict, or are in any way pertinent to that subject, directly or indirectly, in  
 11 whole or in part.

12       5. The terms “and” and “or” will be construed both conjunctively and  
 13 disjunctively, and each will include the other whenever such a dual construction  
 14 would serve to bring within a category DOCUMENTS or information that would  
 15 not otherwise be within its scope.

16       6. The terms “all” or “any” mean “any, all, each, and every.”

17       7. The singular form shall include the plural and vice versa whenever  
 18 such dual construction will serve to bring within the scope of any Request  
 19 DOCUMENTS that would otherwise not be brought within its scope.

20

21 Case-Specific Definitions.

22       1. “JAMES BOND” means the character James Bond created by author  
 23 Ian Fleming and featured in the JAMES BOND LITERARY WORKS and the  
 24 JAMES BOND MOTION PICTURES.

25       2. “JAMES BOND LITERARY WORKS” means any novels, short  
 26 stories, collections, and/or serials that feature, in part, JAMES BOND, including,  
 27 but not limited to, *Dr. No*, *From Russia With Love*, *Goldfinger*, *Thunderball*, *You  
 28 Only Live Twice*, *On Her Majesty’s Secret Service*, *Diamonds Are Forever*, *Live*

1       *and Let Die, The Man With the Golden Gun, The Spy Who Loved Me, Moonraker,*  
 2       *For Your Eyes Only, Octopussy, A View to a Kill, The Living Daylights, Casino*  
 3       *Royale, and Quantum of Solace.*

4       3. “JAMES BOND MOTION PICTURES” means any motion pictures or  
 5 television shows that feature, in part, JAMES BOND, including, but not limited to,  
 6 *Dr. No, From Russia With Love, Goldfinger, Thunderball, You Only Live Twice,*  
 7 *Casino Royale (1967), On Her Majesty’s Secret Service, Diamonds Are Forever,*  
 8 *Live and Let Die, The Man With the Golden Gun, The Spy Who Loved Me,*  
 9 *Moonraker, For Your Eyes Only, Octopussy, Never Say Never Again, A View to a*  
 10 *Kill, The Living Daylights, License to Kill, GoldenEye, Tomorrow Never Dies, The*  
 11 *World is Not Enough, Die Another Day, Casino Royale (2006), Quantum of Solace,*  
 12 *and Skyfall.*

13       4. “JAMES BOND WORKS” means the JAMES BOND LITERARY  
 14 WORKS and the JAMES BOND MOTION PICTURES.

15       5. “MOTION PICTURE” means a motion picture based in whole or in  
 16 part on the SCREENPLAY, regardless of what the motion picture is titled.

17       6. “SCREENPLAY” means the screenplay titled *Section 6* purportedly  
 18 authored by YOU, including any prior or later draft, version, iteration, revision, or  
 19 adaptation thereof.

20       7. “SECTION 6 PRODUCERS” means any one or more PERSONS who  
 21 have been, or currently are, involved in developing, preparing, supervising, or  
 22 otherwise working on the SCREENPLAY or the MOTION PICTURE, including,  
 23 but not limited to, Lawrence Grey, Grey Matter Productions, Marc Platt, Marc Platt  
 24 Productions, Adam Siegel, Nira Park, and/or Big Talk Pictures.

25       8. “UNIVERSAL” means defendants Universal City Studios LLC and  
 26 NBCUniversal Media, LLC, as well as all their parents, subsidiaries, or other  
 27 affiliates, predecessor or successor companies, any and all divisions of either entity,  
 28 and any and all present and former officers, directors, representatives, shareholders,

1 agents, employees, attorneys, accountants, investigators, or any other PERSON,  
 2 and/or affiliate acting on any of their behalves.

3       9. “YOU” or “YOUR” means defendant Aaron Berg together with any  
 4 present or former employees, agents, managers, attorneys, representatives,  
 5 accountants, or other PERSON(S) acting on Mr. Berg’s behalf. If “Aaron Berg” is  
 6 a pseudonym or otherwise represents one or more other PERSONS, “YOU” or  
 7 “YOUR” means the PERSON or PERSONS who wrote the SCREENPLAY or who  
 8 purport to be the screenwriter known as “Aaron Berg,” together with any present or  
 9 former employees, agents, managers, attorneys, representatives, accountants, or  
 10 other PERSON(S) acting on his, her, or their behalves.

### INSTRUCTIONS

12       1. These Requests call for the production of all responsive  
 13 DOCUMENTS that are within YOUR possession, custody, or control. A document  
 14 is in YOUR “possession, custody, or control” if it is in YOUR physical possession,  
 15 or if, as a practical matter, YOU have the ability, upon request, to obtain possession  
 16 of the DOCUMENT or a copy thereof from another PERSON or entity that has  
 17 physical possession of the DOCUMENT.

18       2. Whenever YOU object to a particular Request, or portion thereof,  
 19 YOU must produce all DOCUMENTS called for which are not subject to that  
 20 objection.

21       3. If any DOCUMENT, or any portion of a DOCUMENT, covered by  
 22 these Requests is withheld by reason of a claim of attorney-client privilege, attorney  
 23 work product protection, or any other privilege or protection, furnish a log  
 24 providing the following information with respect to each such withheld  
 25 DOCUMENT: date, author, recipients, general subject matter, subject line (if  
 26 applicable), and legal basis upon which the DOCUMENT has been withheld. If  
 27 work product protection is asserted, also include the matter for which the document  
 28 was created.

1       4. With respect to any DOCUMENT maintained or stored electronically,  
2 harvest it in a manner that maintains the integrity and readability of all data,  
3 including all metadata.

4       5. Produce all DOCUMENTS maintained or stored electronically in TIFF  
5 format (branded with production numbers and, as appropriate, redactions)  
6 accompanied by data files which reference the beginning and ending image bates  
7 numbers of each document and associated image cross-reference files, family group  
8 indications, and with all metadata intact and in an appropriate and useable manner.  
9 Encrypted or password-protected DOCUMENTS should be produced in a form  
10 permitting them to be reviewed.

11      6. Produce Microsoft Excel and other spreadsheet files in native format.

12      7. Organize electronic DOCUMENTS produced for inspection in the  
13 same manner that YOU store them (*e.g.*, if maintained by a custodian, such as email  
14 residing on an email server, organize DOCUMENTS for production by custodian;  
15 if maintained in a subfolder of “My documents” on a custodian’s hard drive,  
16 organize DOCUMENTS for production by custodian with path information  
17 preserved, etc.).

18      8. To the extent responsive DOCUMENTS reside in databases and other  
19 such systems and files, YOU are requested to produce the relevant database(s) in  
20 useable form and/or permit access for inspection, review, and extraction of  
21 responsive information.

22      9. These requests require production of paper DOCUMENTS in the same  
23 form and same order as they are kept in the usual course of business, or organized  
24 and labeled to correspond with the Requests set forth below. If you choose the  
25 former method, the DOCUMENTS are to be produced in the boxes, file folders,  
26 bindings, or other containers in which the DOCUMENTS are found. The titles,  
27 labels, or other descriptions on the boxes, file folders, bindings, or other containers  
28 are to be left intact.

1           10. For any DOCUMENT or category of DOCUMENTS that was, but no  
 2 longer is, in YOUR possession, custody, or control, describe each such  
 3 DOCUMENT as completely as possible and provide the following information:

- 4           (a) The reason the DOCUMENT is no longer in YOUR possession,  
               custody, or control;
- 5           (b) The PERSON or entity, if any, who has possession, custody, or  
               control or, if unknown, so state;
- 6           (c) If the DOCUMENT was destroyed or otherwise disposed of,  
               state (i) the manner of disposal (*i.e.*, destruction, loss,  
               discarding, or other means of disposal); (ii) the date of disposal;  
               (iii) the reason for disposal; (iv) the PERSON authorizing  
               disposal; (v) the PERSON disposing of the DOCUMENT; and  
               (vi) the name, address, and business affiliation of the most  
               recent custodian of the DOCUMENT.

15          11. Pursuant to Federal Rule of Civil Procedure 26(e)(1), these Requests  
 16 impose a continuing obligation subsequent to YOUR initial production to timely  
 17 supplement YOUR response or production if YOU determine that YOUR response  
 18 or production is incomplete or incorrect.

#### **REQUESTS FOR PRODUCTION**

20          1. All versions and drafts of the SCREENPLAY, including all versions  
 21 and drafts of the SCREENPLAY that YOU directly or indirectly provided to any  
 22 PERSON including any agents, managers, attorneys, producers, or any other  
 23 representatives, or motion picture studios (such as UNIVERSAL).

24          2. DOCUMENTS sufficient to identify all literary, motion picture,  
 25 research, or other materials YOU read, viewed, heard, recalled from memory, or  
 26 relied upon in connection with writing the SCREENPLAY.

27          3. DOCUMENTS sufficient to identify all PERSONS to whom YOU  
 28 provided the SCREENPLAY or who YOU allowed to read the SCREENPLAY.

4. All cover letters, transmittal letters, buck slips, notes, or other COMMUNICATIONS included with or attached to any copy of the SCREENPLAY provided to any PERSON for any purpose.

5. All COMMUNICATIONS between YOU and any PERSON in connection with that PERSON'S receipt or review of the SCREENPLAY.

6. All COMMUNICATIONS YOU received indicating whether any PERSON was or was not interested in acquiring, licensing, or optioning any rights to the SCREENPLAY.

7. All COMMUNICATIONS with any of YOUR agents, managers, or representatives RELATED TO the SCREENPLAY.

8. All COMMUNICATIONS with the SECTION 6 PRODUCERS RELATED TO the SCREENPLAY.

9. All COMMUNICATIONS with the SECTION 6 PRODUCERS  
RELATED TO the MOTION PICTURE.

10. All COMMUNICATIONS with the SECTION 6 PRODUCERS  
RELATED TO JAMES BOND.

11. All COMMUNICATIONS with the SECTION 6 PRODUCERS RELATED TO the JAMES BOND WORKS.

12. All COMMUNICATIONS with UNIVERSAL RELATED TO the SCREENPLAY.

13. All COMMUNICATIONS with UNIVERSAL RELATED TO the  
MOTION PICTURE.

14. All DOCUMENTS and COMMUNICATIONS that mention or refer to one or more of the plaintiffs.

15. All DOCUMENTS and COMMUNICATIONS that mention or refer to JAMES BOND.

1       16. All DOCUMENTS and COMMUNICATIONS that mention or refer to  
2 any of the JAMES BOND WORKS or any of their titles, characters, plots,  
3 dialogue, settings, themes, or other literary or dramatic elements.

4       17. All DOCUMENTS and COMMUNICATIONS that contain the words  
5 "Bond," "James Bond," "007," "00," "double-O," "will return," "M," "Q,"  
6 "Moneypenny," "Bond Girls," the name of any other character in any of the  
7 JAMES BOND WORKS, "license to kill," or "his [or her] majesty's secret  
8 service."

9       18. All DOCUMENTS RELATED TO any agreements or contracts YOU  
10 have negotiated, are negotiating, or have entered into with UNIVERSAL or any  
11 parent or subsidiary of UNIVERSAL RELATED TO the SCREENPLAY.

12       19. All DOCUMENTS RELATED TO any monetary or other  
13 consideration YOU have received, or may receive in the future, RELATED TO the  
14 SCREENPLAY.

15       20. All DOCUMENTS RELATED TO any financial consideration YOU  
16 received, or may receive in the future, RELATED TO the MOTION PICTURE.

17       21. All DOCUMENTS RELATED TO any edits, revisions, rewrites, or  
18 changes any PERSON suggested be made, requested be made, directed be made, or  
19 considered making to the SCREENPLAY.

20       22. All DOCUMENTS RELATED TO any edits, revisions, rewrites, or  
21 changes any PERSON has made to the SCREENPLAY.

22       23. All DOCUMENTS RELATED TO any COMMUNICATIONS  
23 between plaintiffs and/or plaintiffs' counsel, on the one hand, and UNIVERSAL,  
24 on the other hand, RELATED TO the SCREENPLAY, including, but not limited  
25 to, the correspondence sent by plaintiffs and/or plaintiffs' counsel to UNIVERSAL  
26 dated October 23, 2013, November 18, 2013, November 27, 2013, and March 26,  
27 2014, and the correspondence sent by UNIVERSAL to plaintiffs and/or plaintiffs'  
28

1       counsel dated November 26, 2013 and March 31, 2014, or the subjects raised  
2       therein.

3           24. All DOCUMENTS RELATED TO whether the SCREENPLAY or the  
4       MOTION PICTURE violates or may violate any PERSON'S intellectual property  
5       rights or other rights.

6           25. To the extent not produced in response to any prior request, all  
7       DOCUMENTS and COMMUNICATIONS RELATED TO the SCREENPLAY  
8       and/or the MOTION PICTURE.

9  
10      Dated: April 4, 2014

ROBERT M. SCHWARTZ  
CASSANDRA L. SETO  
BRIAN J. FINKELSTEIN  
O'MELVENY & MYERS LLP

MARC A. BECKER  
QUINN EMANUEL URQUHART  
& SULLIVAN, LLP

15      By: \_\_\_\_\_

16           Robert M. Schwartz  
17       Attorneys for Plaintiffs Danjaq, LLC; Metro-  
18       Goldwyn-Mayer Studios Inc.; United Artists  
19       Corporation; Seventeen Leasing  
20       Corporation; Eighteen Leasing Corporation;  
21       Nineteen Leasing Corporation; Twenty  
22       Leasing Corporation; Twenty-One Leasing  
23       Company LLC

24  
25  
26  
27  
28

# EXHIBIT D

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16 Los Angeles, California 90017  
17 Telephone: (213) 443-3000

18 Attorneys for Plaintiffs

19 **UNITED STATES DISTRICT COURT**  
20 **CENTRAL DISTRICT OF CALIFORNIA**

21 DANJAQ, LLC, a Delaware limited  
22 liability company; METRO-  
23 GOLDWYN-MAYER STUDIOS  
24 INC., a Delaware corporation;  
25 UNITED ARTISTS CORPORATION,  
26 a Delaware corporation; SEVENTEEN  
LEASING CORPORATION, a  
Delaware corporation; EIGHTEEN  
LEASING CORPORATION, a  
Delaware corporation; NINETEEN  
LEASING CORPORATION, a  
Delaware corporation; TWENTY  
LEASING CORPORATION, a  
Delaware corporation; and TWENTY-  
ONE LEASING COMPANY LLC, a  
Delaware limited liability company,

27 Plaintiffs,

28 vs.

UNIVERSAL CITY STUDIOS LLC, a  
Delaware limited liability company;  
NBCUNIVERSAL MEDIA, LLC, a  
Delaware limited liability company;  
and AARON BERG, an individual,

Defendants.

Case No. 2:14-cv-02527 DDP-Ex

**PLAINTIFF METRO-GOLDWYN-  
MAYER STUDIOS INC.'S FIRST  
SET OF INTERROGATORIES TO  
DEFENDANT UNIVERSAL CITY  
STUDIOS LLC**

Propounding Party: Plaintiff Metro-Goldwyn-Mayer Studios Inc.  
Responding Party: Defendant Universal City Studios LLC  
Set Number: One

Pursuant to Federal Rule of Civil Procedure 33, Local Rule 33 of the United States District Court for the Central District of California, and the Court's order regarding expedited discovery, plaintiff Metro-Goldwyn-Mayer Studios Inc. demands that defendant Universal City Studios LLC answer these Interrogatories, separately and fully, in writing and under oath, and that the answers be signed by YOU and served within thirty (30) days of the date of the Court's order regarding expedited discovery, at the law offices of O'Melveny & Myers LLP, 1999 Avenue of the Stars, Suite 700, Los Angeles, CA 90067.

## **DEFINITIONS**

14       1.     “BERG” means defendant Aaron Berg together with any present or  
15 former employees, agents, managers, attorneys, representatives, accountants, or  
16 other PERSON(S) acting on Mr. Berg’s behalf. If “Aaron Berg” is a pseudonym or  
17 otherwise represents one or more other PERSONS, “BERG” means the PERSON  
18 or PERSONS who wrote the SCREENPLAY or who purport to be the screenwriter  
19 known as “Aaron Berg,” together with any present or former employees, agents,  
20 managers, attorneys, representatives, accountants, or other PERSON(S) acting on  
21 his, her, or their behalves.

22        2.     "DESCRIBE" shall mean, and shall require you to: (1) provide  
23 detailed information such as the date, time, place, and circumstances RELATING  
24 TO the topic, contention, allegation, subject, event, or issue; (2) state all facts  
25 RELATING TO the topic, contention, allegation, subject, event, or issue; and  
26 (3) state all PERSONS who you know or believe have knowledge or information  
27 RELATING TO the topic, contention, allegation, subject, event, or issue.

1       3.     “IDENTIFY,” “IDENTITY,” or “IDENTIFIED” means:

2           a.     When used in reference to a natural person, it means to state the  
3            person’s full name, present or last-known full home address(es),  
4            present or last-known telephone number(s), present business  
5            affiliation(s), and present or last-known full business mailing  
6            address(es); and

7           b.     When used in reference to an organization, it means to state the  
8            organization’s full name and, if it is a corporation, partnership,  
9            or other business entity, the full address of its principal place of  
10          business, otherwise, state the organization’s present or last-  
11          known full mailing address(es).

12       4.     “MOTION PICTURE” means a motion picture based in whole or in  
13       part on the SCREENPLAY, regardless of what the motion picture is titled.

14       5.     “PERSON” means any natural person, firm, association, organization,  
15       partnership, business trust, corporation, company, public entity, or other legal entity  
16       or organization separately identifiable, and any department(s) or division(s) therein.

17       6.     “RELATE[D] TO” or “RELATING TO” shall be interpreted in its  
18       customary broad sense and shall include without limitation concerning, referring to,  
19       summarizing, reflecting, constituting, comprising, stating, containing, embodying,  
20       pertaining to, identifying, studying, involving, mentioning, discussing, consisting  
21       of, showing, commenting upon, evidencing, supporting, responding to, dealing  
22       with, describing, analyzing, refuting, contradicting, or is in any way pertinent to  
23       that subject, directly or indirectly, in whole or in part.

24       7.     “SCREENPLAY” means the screenplay titled *Section 6* purportedly  
25       authored by BERG, including any prior or later draft, version, iteration, revision, or  
26       adaptation thereof.

27       8.     “SECTION 6 PRODUCERS” means any one or more PERSONS who  
28       have been, or currently are, involved in developing, preparing, supervising, or

1 otherwise working on the SCREENPLAY or the MOTION PICTURE, including,  
2 but not limited to, Lawrence Grey, Grey Matter Productions, Marc Platt, Marc Platt  
3 Productions, Adam Siegel, Nira Park, and/or Big Talk Pictures.

4       9.     “YOU” or “YOUR” means defendant Universal City Studios LLC as  
5 well as all parents, subsidiaries, or other affiliates, predecessor or successor  
6 companies, any and all divisions, and any and all present and former officers,  
7 directors, representatives, shareholders, agents, employees, attorneys, accountants,  
8 investigators, or any other PERSON, and/or affiliate acting on any of their  
9 behalves.

10      10.   The terms “and” and “or” will be construed both conjunctively and  
11 disjunctively, and each will include the other whenever such a dual construction  
12 would serve to bring within a category documents or information that would not  
13 otherwise be within its scope.

14      11.   The terms “all” or “any” mean “any, all, each, and every.”

15      12.   The singular form shall include the plural and vice versa whenever  
16 such dual construction will serve to bring within the scope of any Interrogatory  
17 information that would otherwise not be brought within its scope.

## 18                    INTERROGATORIES

### 19                    **Interrogatory No. 1:**

20                  IDENTIFY all PERSONS who contributed any ideas, expression, or content  
21 to the SCREENPLAY since October 11, 2013.

### 22                    **Interrogatory No. 2:**

23                  For each PERSON IDENTIFIED in response to the previous Interrogatory,  
24 DESCRIBE fully and in detail, all ideas, expression, or content each such PERSON  
25 contributed to the SCREENPLAY since October 11, 2013.

### 26                    **Interrogatory No. 3:**

27                  IDENTIFY all PERSONS to whom YOU provided the SCREENPLAY or  
28 who YOU allowed to read the SCREENPLAY.

1       **Interrogatory No. 4:**

2           IDENTIFY all PERSONS with whom YOU consulted or who participated in  
3           YOUR decision to option or acquire any rights in the SCREENPLAY, including  
4           without limitation any rights to develop, produce, or exploit a motion picture based  
5           on the SCREENPLAY.

6       **Interrogatory No. 5:**

7           IDENTIFY all PERSONS whose services YOU have engaged, or are in the  
8           process of engaging, to revise, rewrite, polish, or perform any other writing services  
9           in connection with the SCREENPLAY.

10      **Interrogatory No. 6:**

11        IDENTIFY all PERSONS who are supervising or reviewing, or who have  
12        been asked to supervise or review, the work of other PERSONS who are revising,  
13        rewriting, polishing, or performing other writing services in connection with the  
14        SCREENPLAY.

15      **Interrogatory No. 7:**

16        State the Bates numbers (or other document production reference numbers)  
17        on the first and last pages of the version(s) of the SCREENPLAY YOU received  
18        from BERG, as requested in Request for Production 1(a) of Plaintiff Metro-  
19        Goldwyn-Mayer Studios Inc.'s First Set Of Requests For Production Of Documents  
20        To YOU. If YOU did not mark the document(s) with such numbers, describe fully  
21        and in detail how to identify within YOUR document production the version(s) of  
22        the SCREENPLAY requested under Request for Production 1(a).

23      **Interrogatory No. 8:**

24        State the Bates numbers (or other document production reference numbers)  
25        on the first and last pages of the most recent version of the SCREENPLAY, as  
26        requested in Request for Production 1(b) of Plaintiff Metro-Goldwyn-Mayer  
27        Studios Inc.'s First Set Of Requests For Production Of Documents To YOU. If  
28        YOU did not mark the most recent version of SCREENPLAY with such numbers,

1 describe fully and in detail how to identify within YOUR document production the  
2 version of the SCREENPLAY requested under Request for Production 1(b).

3 **Interrogatory No. 9:**

4 State the Bates numbers (or other document production reference numbers)  
5 on the first and last pages of the version(s) of the SCREENPLAY YOU gave or  
6 sent to any PERSON, as requested in Request for Production 1(c) of Plaintiff  
7 Metro-Goldwyn-Mayer Studios Inc.'s First Set Of Requests For Production Of  
8 Documents To YOU. If YOU did not mark the document(s) with such numbers,  
9 describe fully and in detail how to identify within YOUR document production the  
10 version(s) of the SCREENPLAY requested under Request for Production 1(c).

11 **Interrogatory No. 10:**

12 IDENTIFY each of YOUR employees who has input into or responsibility  
13 for deciding whether to approve (*i.e.*, "green light") the MOTION PICTURE for  
14 production.

15 **Interrogatory No. 11:**

16 IDENTIFY each producer who developed, prepared, supervised, contributed  
17 to, has been attached to, or otherwise worked on the SCREENPLAY or the  
18 MOTION PICTURE.

19 **Interrogatory No. 12:**

20 State any tentative or firm dates on which YOU have scheduled the  
21 commencement of, or anticipate commencing, principal photography of the  
22 MOTION PICTURE.

23 **Interrogatory No. 13:**

24 State any tentative or firm dates on which YOU have scheduled or anticipate  
25 theatrically releasing the MOTION PICTURE in the United States.

26

27

28

1 Dated: April 4, 2014

2 ROBERT M. SCHWARTZ  
3 CASSANDRA L. SETO  
4 BRIAN J. FINKELSTEIN  
5 O'MELVENY & MYERS LLP

6

7

8 MARC A. BECKER  
9 QUINN EMANUEL URQUHART  
10 & SULLIVAN, LLP

11 By: \_\_\_\_\_  
12 Robert M. Schwartz  
13 Attorneys for Plaintiffs Danjaq, LLC; Metro-  
14 Goldwyn-Mayer Studios Inc.; United Artists  
15 Corporation; Seventeen Leasing  
16 Corporation; Eighteen Leasing Corporation;  
17 Nineteen Leasing Corporation; Twenty  
18 Leasing Corporation; Twenty-One Leasing  
19 Company LLC  
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## EXHIBIT E

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14 & SULLIVAN, LLP  
15 865 S. Figueroa Street, 10th Floor  
16 Los Angeles, California 90017  
17 Telephone: (213) 443-3000

18 Attorneys for Plaintiffs

19 **UNITED STATES DISTRICT COURT**  
20 **CENTRAL DISTRICT OF CALIFORNIA**

21 DANJAQ, LLC, a Delaware limited  
22 liability company; METRO-  
23 GOLDWYN-MAYER STUDIOS  
24 INC., a Delaware corporation;  
25 UNITED ARTISTS CORPORATION,  
26 a Delaware corporation; SEVENTEEN  
LEASING CORPORATION, a  
Delaware corporation; EIGHTEEN  
LEASING CORPORATION, a  
Delaware corporation; NINETEEN  
LEASING CORPORATION, a  
Delaware corporation; TWENTY  
LEASING CORPORATION, a  
Delaware corporation; and TWENTY-  
ONE LEASING COMPANY LLC, a  
Delaware limited liability company,

27 Plaintiffs,

28 vs.

29 UNIVERSAL CITY STUDIOS LLC, a  
30 Delaware limited liability company;  
31 NBCUNIVERSAL MEDIA, LLC, a  
32 Delaware limited liability company;  
33 and AARON BERG, an individual,

34 Defendants.

35 Case No. 2:14-cv-02527 DDP-Ex

36 **PLAINTIFF METRO-GOLDWYN-**  
**MAYER STUDIOS INC.'S FIRST**  
**SET OF INTERROGATORIES TO**  
**DEFENDANT NBCUNIVERSAL**  
**MEDIA, LLC**

Propounding Party: Plaintiff Metro-Goldwyn-Mayer Studios Inc.  
Responding Party: Defendant NBCUniversal Media, LLC  
Set Number: One

5 Pursuant to Federal Rule of Civil Procedure 33, Local Rule 33 of the United  
6 States District Court for the Central District of California, and the Court's order  
7 regarding expedited discovery, plaintiff Metro-Goldwyn-Mayer Studios Inc.  
8 demands that defendant NBCUniversal Media, LLC answer these Interrogatories,  
9 separately and fully, in writing and under oath, and that the answers be signed by  
10 YOU and served within thirty (30) days of the date of the Court's order regarding  
11 expedited discovery, at the law offices of O'Melveny & Myers LLP, 1999 Avenue  
12 of the Stars, Suite 700, Los Angeles, CA 90067.

## **DEFINITIONS**

14       1.     “BERG” means defendant Aaron Berg together with any present or  
15 former employees, agents, managers, attorneys, representatives, accountants, or  
16 other PERSON(S) acting on Mr. Berg’s behalf. If “Aaron Berg” is a pseudonym or  
17 otherwise represents one or more other PERSONS, “BERG” means the PERSON  
18 or PERSONS who wrote the SCREENPLAY or who purport to be the screenwriter  
19 known as “Aaron Berg,” together with any present or former employees, agents,  
20 managers, attorneys, representatives, accountants, or other PERSON(S) acting on  
21 his, her, or their behalves.

22        2. "DESCRIBE" shall mean, and shall require you to: (1) provide  
23 detailed information such as the date, time, place, and circumstances RELATING  
24 TO the topic, contention, allegation, subject, event, or issue; (2) state all facts  
25 RELATING TO the topic, contention, allegation, subject, event, or issue; and  
26 (3) state all PERSONS who you know or believe have knowledge or information  
27 RELATING TO the topic, contention, allegation, subject, event, or issue.

1       3.     “IDENTIFY,” “IDENTITY,” or “IDENTIFIED” means:

2           a.     When used in reference to a natural person, it means to state the  
3            person’s full name, present or last-known full home address(es),  
4            present or last-known telephone number(s), present business  
5            affiliation(s), and present or last-known full business mailing  
6            address(es); and

7           b.     When used in reference to an organization, it means to state the  
8            organization’s full name and, if it is a corporation, partnership,  
9            or other business entity, the full address of its principal place of  
10          business, otherwise, state the organization’s present or last-  
11          known full mailing address(es).

12       4.     “MOTION PICTURE” means a motion picture based in whole or in  
13       part on the SCREENPLAY, regardless of what the motion picture is titled.

14       5.     “PERSON” means any natural person, firm, association, organization,  
15       partnership, business trust, corporation, company, public entity, or other legal entity  
16       or organization separately identifiable, and any department(s) or division(s) therein.

17       6.     “RELATE[D] TO” or “RELATING TO” shall be interpreted in its  
18       customary broad sense and shall include without limitation concerning, referring to,  
19       summarizing, reflecting, constituting, comprising, stating, containing, embodying,  
20       pertaining to, identifying, studying, involving, mentioning, discussing, consisting  
21       of, showing, commenting upon, evidencing, supporting, responding to, dealing  
22       with, describing, analyzing, refuting, contradicting, or is in any way pertinent to  
23       that subject, directly or indirectly, in whole or in part.

24       7.     “SCREENPLAY” means the screenplay titled *Section 6* purportedly  
25       authored by BERG, including any prior or later draft, version, iteration, revision, or  
26       adaptation thereof.

27       8.     “SECTION 6 PRODUCERS” means any one or more PERSONS who  
28       have been, or currently are, involved in developing, preparing, supervising, or

1 otherwise working on the SCREENPLAY or the MOTION PICTURE, including,  
 2 but not limited to, Lawrence Grey, Grey Matter Productions, Marc Platt, Marc Platt  
 3 Productions, Adam Siegel, Nira Park, and/or Big Talk Pictures.

4       9.     “YOU” or “YOUR” means defendant NBCUniversal Media, LLC as  
 5 well as all parents, subsidiaries, or other affiliates, predecessor or successor  
 6 companies, any and all divisions, and any and all present and former officers,  
 7 directors, representatives, shareholders, agents, employees, attorneys, accountants,  
 8 investigators, or any other PERSON, and/or affiliate acting on any of their  
 9 behalves.

10      10.   The terms “and” and “or” will be construed both conjunctively and  
 11 disjunctively, and each will include the other whenever such a dual construction  
 12 would serve to bring within a category documents or information that would not  
 13 otherwise be within its scope.

14      11.   The terms “all” or “any” mean “any, all, each, and every.”

15      12.   The singular form shall include the plural and vice versa whenever  
 16 such dual construction will serve to bring within the scope of any Interrogatory  
 17 information that would otherwise not be brought within its scope.

## 18                   INTERROGATORIES

### 19           Interrogatory No. 1:

20           IDENTIFY all PERSONS who contributed any ideas, expression, or content  
 21 to the SCREENPLAY since October 11, 2013.

### 22           Interrogatory No. 2:

23           For each PERSON IDENTIFIED in response to the previous Interrogatory,  
 24 DESCRIBE fully and in detail, all ideas, expression, or content each such PERSON  
 25 contributed to the SCREENPLAY since October 11, 2013.

### 26           Interrogatory No. 3:

27           IDENTIFY all PERSONS to whom YOU provided the SCREENPLAY or  
 28 who YOU allowed to read the SCREENPLAY.

1       **Interrogatory No. 4:**

2           IDENTIFY all PERSONS with whom YOU consulted or who participated in  
3           YOUR decision to option or acquire any rights in the SCREENPLAY, including  
4           without limitation any rights to develop, produce, or exploit a motion picture based  
5           on the SCREENPLAY.

6       **Interrogatory No. 5:**

7           IDENTIFY all PERSONS whose services YOU have engaged, or are in the  
8           process of engaging, to revise, rewrite, polish, or perform any other writing services  
9           in connection with the SCREENPLAY.

10      **Interrogatory No. 6:**

11        IDENTIFY all PERSONS who are supervising or reviewing, or who have  
12        been asked to supervise or review, the work of other PERSONS who are revising,  
13        rewriting, polishing, or performing other writing services in connection with the  
14        SCREENPLAY.

15      **Interrogatory No. 7:**

16        State the Bates numbers (or other document production reference numbers)  
17        on the first and last pages of the version(s) of the SCREENPLAY YOU received  
18        from BERG, as requested in Request for Production 1(a) of Plaintiff Metro-  
19        Goldwyn-Mayer Studios Inc.'s First Set Of Requests For Production Of Documents  
20        To YOU. If YOU did not mark the document(s) with such numbers, describe fully  
21        and in detail how to identify within YOUR document production the version(s) of  
22        the SCREENPLAY requested under Request for Production 1(a).

23      **Interrogatory No. 8:**

24        State the Bates numbers (or other document production reference numbers)  
25        on the first and last pages of the most recent version of the SCREENPLAY, as  
26        requested in Request for Production 1(b) of Plaintiff Metro-Goldwyn-Mayer  
27        Studios Inc.'s First Set Of Requests For Production Of Documents To YOU. If  
28        YOU did not mark the most recent version of SCREENPLAY with such numbers,

1 describe fully and in detail how to identify within YOUR document production the  
2 version of the SCREENPLAY requested under Request for Production 1(b).

3 **Interrogatory No. 9:**

4 State the Bates numbers (or other document production reference numbers)  
5 on the first and last pages of the version(s) of the SCREENPLAY YOU gave or  
6 sent to any PERSON, as requested in Request for Production 1(c) of Plaintiff  
7 Metro-Goldwyn-Mayer Studios Inc.'s First Set Of Requests For Production Of  
8 Documents To YOU. If YOU did not mark the document(s) with such numbers,  
9 describe fully and in detail how to identify within YOUR document production the  
10 version(s) of the SCREENPLAY requested under Request for Production 1(c).

11 **Interrogatory No. 10:**

12 IDENTIFY each of YOUR employees who has input into or responsibility  
13 for deciding whether to approve (*i.e.*, "green light") the MOTION PICTURE for  
14 production.

15 **Interrogatory No. 11:**

16 IDENTIFY each producer who developed, prepared, supervised, contributed  
17 to, has been attached to, or otherwise worked on the SCREENPLAY or the  
18 MOTION PICTURE.

19 **Interrogatory No. 12:**

20 State any tentative or firm dates on which YOU have scheduled the  
21 commencement of, or anticipate commencing, principal photography of the  
22 MOTION PICTURE.

23 **Interrogatory No. 13:**

24 State any tentative or firm dates on which YOU have scheduled or anticipate  
25 theatrically releasing the MOTION PICTURE in the United States.

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1 Dated: April 4, 2014

2 ROBERT M. SCHWARTZ  
3 CASSANDRA L. SETO  
4 BRIAN J. FINKELSTEIN  
5 O'MELVENY & MYERS LLP

6  
7  
8 MARC A. BECKER  
9 QUINN EMANUEL URQUHART  
10 & SULLIVAN, LLP

11 By: \_\_\_\_\_  
12 Robert M. Schwartz  
13 Attorneys for Plaintiffs Danjaq, LLC; Metro-  
14 Goldwyn-Mayer Studios Inc.; United Artists  
15 Corporation; Seventeen Leasing  
16 Corporation; Eighteen Leasing Corporation;  
17 Nineteen Leasing Corporation; Twenty  
18 Leasing Corporation; Twenty-One Leasing  
19 Company LLC  
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# EXHIBIT F

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16 Los Angeles, California 90017  
17 Telephone: (213) 443-3000

18 Attorneys for Plaintiffs

19 **UNITED STATES DISTRICT COURT**  
20 **CENTRAL DISTRICT OF CALIFORNIA**

21 DANJAQ, LLC, a Delaware limited  
22 liability company; METRO-  
23 GOLDWYN-MAYER STUDIOS  
24 INC., a Delaware corporation;  
25 UNITED ARTISTS CORPORATION,  
26 a Delaware corporation; SEVENTEEN  
LEASING CORPORATION, a  
Delaware corporation; EIGHTEEN  
LEASING CORPORATION, a  
Delaware corporation; NINETEEN  
LEASING CORPORATION, a  
Delaware corporation; TWENTY  
LEASING CORPORATION, a  
Delaware corporation; and TWENTY-  
ONE LEASING COMPANY LLC, a  
Delaware limited liability company,

27 Plaintiffs,

28 vs.

29 UNIVERSAL CITY STUDIOS LLC, a  
30 Delaware limited liability company;  
31 NBCUNIVERSAL MEDIA, LLC, a  
32 Delaware limited liability company;  
33 and AARON BERG, an individual,

34 Defendants.

35 Case No. 2:14-cv-02527 DDP-Ex

36 **PLAINTIFF METRO-GOLDWYN-**  
**MAYER STUDIOS INC.'S FIRST**  
**SET OF INTERROGATORIES TO**  
**DEFENDANT AARON BERG**

Propounding Party: Plaintiff Metro-Goldwyn-Mayer Studios Inc.  
Responding Party: Defendant Aaron Berg  
Set Number: One

Pursuant to Federal Rule of Civil Procedure 33, Local Rule 33 of the United States District Court for the Central District of California, and the Court's order regarding expedited discovery, plaintiff Metro-Goldwyn-Mayer Studios Inc. demands that defendant Aaron Berg answer these Interrogatories, separately and fully, in writing and under oath, and that the answers be signed by YOU and served within thirty (30) days of the date of the Court's order regarding expedited discovery, at the law offices of O'Melveny & Myers LLP, 1999 Avenue of the Stars, Suite 700, Los Angeles, CA 90067.

## **DEFINITIONS**

14       1.     “DESCRIBE” shall mean, and shall require you to: (1) provide  
15 detailed information such as the date, time, place, and circumstances RELATING  
16 TO the topic, contention, allegation, subject, event, or issue; (2) state all facts  
17 RELATING TO the topic, contention, allegation, subject, event, or issue; and (3)  
18 state all PERSONS who you know or believe have knowledge or information  
19 RELATING TO the topic, contention, allegation, subject, event, or issue.

20        2. "IDENTIFY," "IDENTITY," or "IDENTIFIED" means:

21              a. When used in reference to a natural person, it means to state the

22                      person's full name, present or last-known full home address(es),

23                      present or last-known telephone number(s), present business

24                      affiliation(s), and present or last-known full business mailing

25                      address(es);

26              b. When used in reference to an organization, it means to state the

27                      organization's full name and, if it is a corporation, partnership,

28                      or other business entity, the full address of its principal place of

business, otherwise, state the organization's present or last-known full mailing address(es); and

- c. When used in reference to a computer, hard drive, or local or networked computer storage device, it means to state the type of device, its manufacturer and model number, the date on which YOU acquired it or first used it, its current location (and, if it is not in YOUR possession, the date on which it left your possession), and whether it is currently operational (and, if it is not operational, the date on which it ceased operating).

3. "MOTION PICTURE" means a motion picture based in whole or in part on the SCREENPLAY, regardless of what the motion picture is titled.

4. "PERSON" means any natural person, firm, association, organization, partnership, business trust, corporation, company, public entity, or other legal entity or organization separately identifiable, and any department(s) or division(s) therein.

5. “RELATE[D] TO” or “RELATING TO” shall be interpreted in its customary broad sense and shall include without limitation concerning, referring to, summarizing, reflecting, constituting, comprising, stating, containing, embodying, pertaining to, identifying, studying, involving, mentioning, discussing, consisting of, showing, commenting upon, evidencing, supporting, responding to, dealing with, describing, analyzing, refuting, contradicting, or is in any way pertinent to that subject, directly or indirectly, in whole or in part.

6. “SCREENPLAY” means the screenplay titled *Section 6* purportedly authored by YOU, including any prior or later draft, version, iteration, revision, or adaptation thereof.

7. "YOU" or "YOUR" means defendant Aaron Berg together with any present or former employees, agents, managers, attorneys, representatives, accountants, or other PERSON(S) acting on Mr. Berg's behalf. If "Aaron Berg" is a pseudonym or otherwise represents one or more other PERSONS, "YOU" or

1     “YOUR” means the PERSON or PERSONS who wrote the SCREENPLAY or who  
 2     purport to be the screenwriter known as “Aaron Berg,” together with any present or  
 3     former employees, agents, managers, attorneys, representatives, accountants, or  
 4     other PERSON(S) acting on his, her, or their behalves.

5       8.     The terms “and” and “or” will be construed both conjunctively and  
 6     disjunctively, and each will include the other whenever such a dual construction  
 7     would serve to bring within a category documents or information that would not  
 8     otherwise be within its scope.

9       9.     The terms “all” or “any” mean “any, all, each, and every.”

10      10.    The singular form shall include the plural and vice versa whenever  
 11     such dual construction will serve to bring within the scope of any Interrogatory  
 12     information that would otherwise not be brought within its scope.

## 13                    **INTERROGATORIES**

### 14            **Interrogatory No. 1:**

15       IDENTIFY the author or authors of the SCREENPLAY, including, but not  
 16     limited to, all PERSONS who contributed any ideas, expression, or content to the  
 17     SCREENPLAY.

### 18            **Interrogatory No. 2:**

19       IDENTIFY every PERSON to whom YOU or any of YOUR representatives  
 20     provided the SCREENPLAY, or allowed to read the SCREENPLAY, as part of any  
 21     effort to pitch, market, generate interest in, sell, offer for sale, or otherwise grant  
 22     any rights in or to the SCREENPLAY.

### 23            **Interrogatory No. 3:**

24       For each PERSON IDENTIFIED in response to the previous Interrogatory,  
 25     state the date(s) on which YOU or any of YOUR representatives provided each  
 26     such PERSON the SCREENPLAY, or allowed to read the SCREENPLAY, as part  
 27     of any effort to pitch, market, generate interest in, sell, offer for sale, or otherwise  
 28     grant any rights in or to the SCREENPLAY.

1       **Interrogatory No. 4:**

2           IDENTIFY every PERSON YOU contacted or otherwise communicated with  
3 as part of any effort to pitch, market, generate interest in, sell, offer for sale, or  
4 otherwise grant any rights in or to the SCREENPLAY.

5       **Interrogatory No. 5:**

6           For each PERSON IDENTIFIED in response to the previous Interrogatory,  
7 state the date(s) on which YOU contacted or otherwise communicated with each  
8 such PERSON as part of any effort to pitch, market, generate interest in, sell, offer  
9 for sale, or otherwise grant any rights in or to the SCREENPLAY.

10      **Interrogatory No. 6:**

11        IDENTIFY all computers, hard drives, and local or networked computer  
12 storage devices (including disks, flash drives, thumb drives, etc.) that YOU used in  
13 connection with YOUR writing of, or professional efforts RELATED TO, the  
14 SCREENPLAY.

15      **Interrogatory No. 7:**

16        DESCRIBE fully and in detail any computer memory or hard drive cleaning  
17 or clearing products or programs YOU purchased for, installed on, or used on any  
18 of the computers, hard drives, or local or networked computer storage devices  
19 IDENTIFIED in response to the previous Interrogatory.

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1 Dated: April 4, 2014  
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ROBERT M. SCHWARTZ  
CASSANDRA L. SETO  
BRIAN J. FINKELSTEIN  
O'MELVENY & MYERS LLP

MARC A. BECKER  
QUINN EMANUEL URQUHART  
& SULLIVAN, LLP

By: \_\_\_\_\_

Robert M. Schwartz  
Attorneys for Plaintiffs Danjaq, LLC; Metro-  
Goldwyn-Mayer Studios Inc.; United Artists  
Corporation; Seventeen Leasing  
Corporation; Eighteen Leasing Corporation;  
Nineteen Leasing Corporation; Twenty  
Leasing Corporation; Twenty-One Leasing  
Company LLC

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# EXHIBIT G

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16 Los Angeles, California 90017  
17 Telephone: (213) 443-3000

18 Attorneys for Plaintiffs

19 **UNITED STATES DISTRICT COURT**  
20 **CENTRAL DISTRICT OF CALIFORNIA**

21 DANJAQ, LLC, a Delaware limited  
22 liability company; METRO-GOLDWYN-  
23 MAYER STUDIOS INC., a Delaware  
24 corporation; UNITED ARTISTS  
25 CORPORATION, a Delaware  
26 corporation; SEVENTEEN LEASING  
27 CORPORATION, a Delaware  
corporation; EIGHTEEN LEASING  
CORPORATION, a Delaware  
corporation; NINETEEN LEASING  
CORPORATION, a Delaware  
corporation; TWENTY LEASING  
CORPORATION, a Delaware  
corporation; and TWENTY-ONE  
LEASING COMPANY LLC, a Delaware  
limited liability company,

28 Plaintiff,

v.

UNIVERSAL CITY STUDIOS LLC, a  
Delaware limited liability company;  
NBCUNIVERSAL MEDIA, LLC, a  
Delaware limited liability company; and  
AARON BERG, an individual,

Defendant.

Case No. 2:14-cv-02527 DDP-Ex

**PLAINTIFF METRO-  
GOLDWYN-MAYER STUDIOS  
INC.'S NOTICE OF RULE  
30(B)(6) DEPOSITION OF  
DEFENDANT UNIVERSAL  
CITY STUDIOS LLC**

1           TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:  
2           PLEASE TAKE NOTICE that pursuant to Rule 30(b)(6) of the Federal Rules  
3 of Civil Procedure and the Court's order regarding expedited discovery, plaintiff  
4 Metro-Goldwyn-Mayer Studios Inc. will take the deposition upon oral examination  
5 of defendant Universal City Studios LLC ("Universal") in the above-captioned  
6 action at the office of O'Melveny & Myers LLP, 1999 Avenue of the Stars, 7th  
7 Floor, Los Angeles, California 90067, commencing at 10 a.m., on \_\_\_\_\_, or at  
8 such other time and place as agreed upon by the parties, and continuing from day to  
9 day thereafter until completed (weekends and court holidays excepted), on the  
10 subjects set forth in the "Description of Matters on Which Examination is  
11 Requested," attached hereto as Attachment A and incorporated herein by reference.  
12 The deposition will be taken before an officer authorized to administer oaths in the  
13 State of California, and will be recorded by videotape and by stenographic method  
14 through the instant visual display of the testimony.

15           Please take further notice that, in accordance with Rule 30(b)(6) and the  
16 Court's order regarding expedited discovery, Universal is hereby notified of its  
17 obligation to designate a person or persons to testify on its behalf about information  
18 known or reasonably available to Universal concerning each of the topics identified  
19 in the "Description of Matters on Which Examination is Requested."

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1 Dated: April 4, 2014  
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ROBERT M. SCHWARTZ  
CASSANDRA L. SETO  
BRIAN J. FINKELSTEIN  
O'MELVENY & MYERS LLP

MARC A. BECKER  
QUINN EMANUEL URQUHART  
& SULLIVAN, LLP

7 By: \_\_\_\_\_  
8 Robert M. Schwartz  
9 Attorneys for Plaintiffs Danjaq, LLC;  
10 Metro-Goldwyn-Mayer Studios Inc.;  
11 United Artists Corporation; Seventeen  
Leasing Corporation; Eighteen Leasing  
Corporation; Nineteen Leasing  
Corporation; Twenty Leasing  
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## ATTACHMENT A

**DESCRIPTION OF MATTERS ON WHICH EXAMINATION IS  
REQUESTED**

Pursuant to Federal Rule of Civil Procedure 30(b)(6) and the Court's order regarding expedited discovery, plaintiffs demand that Universal City Studios LLC designate one or more officers, directors, managing agents, or other persons who are most knowledgeable to testify regarding the matters listed below.

## **DEFINITIONS**

9       1.     “SCREENPLAY” means the screenplay titled *Section 6* purportedly  
10   authored by defendant Aaron Berg, including any prior or later draft, version,  
11   iteration, revision, or adaptation thereof.

12        2.     "MOTION PICTURE" means a motion picture based in whole or in  
13 part on the SCREENPLAY, regardless of what the motion picture is titled.

## **SUBJECT MATTERS FOR TESTIMONY**

15        1. The content of the SCREENPLAY in its current form, including any  
16 revisions that have been made since October 11, 2013 and any revisions defendants  
17 have planned, or are planning, to make.

18       2. The date on which the MOTION PICTURE may or will commence  
19 production, or "principal photography," if different.

20       3. The date on which the MOTION PICTURE may or will be initially  
21 released to the public in the United States.

# EXHIBIT H

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19 Attorneys for Plaintiffs  
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12 **UNITED STATES DISTRICT COURT**  
13 **CENTRAL DISTRICT OF CALIFORNIA**

14 DANJAQ, LLC, a Delaware limited  
15 liability company; METRO-GOLDWYN-  
16 MAYER STUDIOS INC., a Delaware  
17 corporation; UNITED ARTISTS  
18 CORPORATION, a Delaware  
19 corporation; SEVENTEEN LEASING  
20 CORPORATION, a Delaware  
21 corporation; EIGHTEEN LEASING  
22 CORPORATION, a Delaware  
23 corporation; NINETEEN LEASING  
24 CORPORATION, a Delaware  
25 corporation; TWENTY LEASING  
26 CORPORATION, a Delaware  
27 corporation; and TWENTY-ONE  
28 LEASING COMPANY LLC, a Delaware  
limited liability company,

Plaintiff,

v.

24 UNIVERSAL CITY STUDIOS LLC, a  
25 Delaware limited liability company;  
26 NBCUNIVERSAL MEDIA, LLC, a  
27 Delaware limited liability company; and  
28 AARON BERG, an individual,

Defendant.

Case No. 2:14-cv-02527 DDP-Ex

**PLAINTIFF METRO-  
GOLDWYN-MAYER STUDIOS  
INC.'S NOTICE OF RULE  
30(B)(6) DEPOSITION OF  
DEFENDANT NBCUNIVERSAL  
MEDIA, LLC**

1           TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:  
2           PLEASE TAKE NOTICE that pursuant to Rule 30(b)(6) of the Federal Rules  
3 of Civil Procedure and the Court's order regarding expedited discovery, plaintiff  
4 Metro-Goldwyn-Mayer Studios Inc. will take the deposition upon oral examination  
5 of defendant NBCUniversal Media, LLC ("NBCUniversal") in the above-captioned  
6 action at the office of O'Melveny & Myers LLP, 1999 Avenue of the Stars, 7th  
7 Floor, Los Angeles, California 90067, commencing at 10 a.m., on \_\_\_\_\_, or at  
8 such other time and place as agreed upon by the parties, and continuing from day to  
9 day thereafter until completed (weekends and court holidays excepted), on the  
10 subjects set forth in the "Description of Matters on Which Examination is  
11 Requested," attached hereto as Attachment A and incorporated herein by reference.  
12 The deposition will be taken before an officer authorized to administer oaths in the  
13 State of California, and will be recorded by videotape and by stenographic method  
14 through the instant visual display of the testimony.

15           Please take further notice that, in accordance with Rule 30(b)(6) and the  
16 Court's order regarding expedited discovery, NBCUniversal is hereby notified of  
17 its obligation to designate the person or persons most knowledgeable and qualified  
18 to testify on its behalf about each of the topics identified in the "Description of  
19 Matters on Which Examination is Requested."

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1 Dated: April 4, 2014  
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ROBERT M. SCHWARTZ  
CASSANDRA L. SETO  
BRIAN J. FINKELSTEIN  
O'MELVENY & MYERS LLP

MARC A. BECKER  
QUINN EMANUEL URQUHART  
& SULLIVAN, LLP

7 By: \_\_\_\_\_  
8 Robert M. Schwartz  
9 Attorneys for Plaintiffs Danjaq, LLC;  
10 Metro-Goldwyn-Mayer Studios Inc.;  
11 United Artists Corporation; Seventeen  
Leasing Corporation; Eighteen Leasing  
Corporation; Nineteen Leasing  
Corporation; Twenty Leasing  
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## ATTACHMENT A

**DESCRIPTION OF MATTERS ON WHICH EXAMINATION IS  
REQUESTED**

Pursuant to Federal Rule of Civil Procedure 30(b)(6) and the Court's order regarding expedited discovery, plaintiffs demand that NBCUniversal Media, LLC designate one or more officers, directors, managing agents, or other persons who are most knowledgeable to testify regarding the matters listed below.

## **DEFINITIONS**

9       1.     “SCREENPLAY” means the screenplay titled *Section 6* purportedly  
10   authored by defendant Aaron Berg, including any prior or later draft, version,  
11   iteration, revision, or adaptation thereof.

12       2. "MOTION PICTURE" means a motion picture based in whole or in  
13 part on the SCREENPLAY, regardless of what the motion picture is titled.

# **SUBJECT MATTERS FOR TESTIMONY**

15        1. The content of the SCREENPLAY in its current form, including any  
16 revisions that have been made since October 11, 2013 and any revisions defendants  
17 have planned, or are planning, to make.

18       2. The date on which the MOTION PICTURE may or will commence  
19 production, or "principal photography," if different.

20       3.     The date on which the MOTION PICTURE may or will be initially  
21 released to the public in the United States.

# EXHIBIT I

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14 Telephone: (213) 443-3000

15 Attorneys for Plaintiffs

16 **UNITED STATES DISTRICT COURT**  
17 **CENTRAL DISTRICT OF CALIFORNIA**

18 DANJAQ, LLC, a Delaware limited  
19 liability company; METRO-GOLDWYN-  
20 MAYER STUDIOS INC., a Delaware  
21 corporation; UNITED ARTISTS  
22 CORPORATION, a Delaware  
23 corporation; SEVENTEEN LEASING  
24 CORPORATION, a Delaware  
25 corporation; EIGHTEEN LEASING  
26 CORPORATION, a Delaware  
27 corporation; NINETEEN LEASING  
28 CORPORATION, a Delaware  
corporation; TWENTY LEASING  
CORPORATION, a Delaware  
corporation; and TWENTY-ONE  
LEASING COMPANY LLC, a Delaware  
limited liability company,

Plaintiff,

v.

UNIVERSAL CITY STUDIOS LLC, a  
Delaware limited liability company;  
NBCUNIVERSAL MEDIA, LLC, a  
Delaware limited liability company; and  
AARON BERG, an individual,

Defendant.

Case No. 2:14-cv-02527 DDP-Ex

**PLAINTIFF METRO-  
GOLDWYN-MAYER STUDIOS  
INC.'S NOTICE OF  
DEPOSITION OF AARON  
BERG**

1 TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

2 PLEASE TAKE NOTICE that, pursuant to Rule 30 of the Federal Rules of  
3 Civil Procedure and the Court's order regarding expedited discovery, plaintiff  
4 Metro-Goldwyn-Mayer Studios Inc. shall take the deposition upon oral examination  
5 of defendant Aaron Berg in the above-captioned action at the offices of O'Melveny  
6 & Myers LLP, 1999 Avenue of the Stars, 7th Floor, Los Angeles, California,  
7 90067, commencing at 10 a.m., on \_\_\_\_\_, or at such other time and place as  
8 agreed upon by the parties, and continuing from day to day thereafter until  
9 completed (weekends and court holidays excepted), on the content of the *Section 6*  
10 screenplay in its current form, including any revisions that have been made since  
11 October 11, 2013 and any revisions defendants have planned, or are planning, to  
12 make. The deposition will be taken before an officer authorized to administer oaths  
13 in the State of California, and will be recorded by videotape and by stenographic  
14 method through the instant visual display of the testimony.

15 Dated: April 4, 2014

ROBERT M. SCHWARTZ  
CASSANDRA L. SETO  
BRIAN J. FINKELSTEIN  
O'MELVENY & MYERS LLP

MARC A. BECKER  
QUINN EMANUEL URQUHART  
& SULLIVAN, LLP

20 By:

21 Robert M. Schwartz  
22 Attorneys for Plaintiffs Danjaq, LLC;  
23 Metro-Goldwyn-Mayer Studios Inc.;  
24 United Artists Corporation; Seventeen  
25 Leasing Corporation; Eighteen Leasing  
Corporation; Nineteen Leasing  
Corporation; Twenty Leasing  
Corporation; Twenty-One Leasing  
Company LLC

# EXHIBIT J

O'MELVENY & MYERS LLP

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SHANGHAI  
SILICON VALLEY  
SINGAPORE  
TOKYO  
WASHINGTON, D.C.

November 27, 2013

OUR FILE NUMBER  
577,088-189

**BY EMAIL**

Jimmy Horowitz ([jimmy.horowitz@nbcuni.com](mailto:jimmy.horowitz@nbcuni.com))  
Maren Christensen ([maren.christensen@unistudios.com](mailto:maren.christensen@unistudios.com))  
David Burg ([david.burg@nbcuni.com](mailto:david.burg@nbcuni.com))  
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WRITER'S DIRECT DIAL  
(310) 246-6835

WRITER'S E-MAIL ADDRESS  
[rschwartz@omm.com](mailto:rschwartz@omm.com)

**Re: Section 6 Screenplay**

Dear Mr. Horowitz, Ms. Christensen, and Mr. Burg:

This responds to David Burg's November 26, 2013 letter, which responded to my November 18, 2013 letter. Universal's representations in Mr. Burg's letter are:

- *Section 6* is a "spec script" that Universal is in the process of optioning.
- Universal has not decided whether it will exercise the option.
- If Universal does exercise the option "then, as is customary in the film industry, the script likely will undergo substantial revision as the project is developed and produced."
- "Consequently, any film based upon the script almost certainly will deviate significantly from its current iteration."
- Universal "has no intention of violating [MGM and Danjaq's] rights."

In light of and in reliance upon these representations, MGM and Danjaq agree that it would be, as you say, "premature" at this time to assert any claims based on the version of *Section 6* we reviewed and addressed in the November 18, 2013 letter. For those reasons, MGM and Danjaq will refrain from doing so at the present time.

However, given the extent of the infringement in the *Section 6* screenplay in its current form, we seriously question whether any motion picture based on it, even as modified, would not infringe MGM and Danjaq's rights. To avoid the need for unnecessary litigation, however, we

O'MELVENY & MYERS LLP

Mr. Horowitz, Ms. Christensen & Mr. Burg – November 27, 2013 – Page 2

request that, if Universal decides to produce *Section 6* (using that or some other title), Universal promptly provide us with a copy of the then-current screenplay so that we can determine whether it violates MGM and Danjaq's rights.

In the meantime, this letter is not intended to be a complete recitation of MGM and Danjaq's claims in respect of this matter, or the facts related thereto, and we reserve all of MGM and Danjaq's rights and remedies.

Very truly yours,



Robert M. Schwartz  
of O'MELVENY & MYERS LLP

RMS:tm

OMM\_US:71982419.1

cc: Aaron Hart – Verve  
Adam Levine – Verve  
Adam Marshall – Caliber Media  
Rob Szymanski – Eclipse Law Corporation  
Gary Barber – MGM  
Ken Schapiro – MGM  
Scott Packman – MGM  
Cheryl Rodman – MGM  
Michael Moore – MGM  
Daniel M. Flores – MGM  
David Pope – Danjaq, LLC  
Kevin S. Marks – Gang, Tyre, Ramer & Brown  
Marc A. Becker – Quinn Emanuel Urquhart & Sullivan LLP

# EXHIBIT K

O'MELVENY & MYERS LLP

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TOKYO  
WASHINGTON, D.C.

March 26, 2014

OUR FILE NUMBER  
577,088-189

**BY EMAIL**

Jimmy Horowitz (jimmy.horowitz@nbcuni.com)  
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David Burg (david.burg@nbcuni.com)  
Universal Pictures  
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WRITER'S E-MAIL ADDRESS  
[rschwartz@omm.com](mailto:rschwartz@omm.com)

**Re: Section 6 Screenplay**

Dear Mr. Horowitz, Ms. Christensen, and Mr. Burg:

This follows up on our November 18, 26, and 27, 2013 letters regarding the *Section 6* screenplay (the "Screenplay").

When we last heard from you (on November 26, 2013), you stated that Universal had not even decided whether to exercise its option on the Screenplay, and that any claims by MGM and Danjaq would therefore be "premature."

It now appears that Universal's position has changed. According to recently published reports, Universal is proceeding with the development of a motion picture based on the Screenplay. The reports state that Joe Cornish has agreed to direct the motion picture and that Jack O'Connell has agreed to play the role of "Alec Duncan." The reports state also that Marc Platt, Adam Siegel, Lawrence Grey, and Nira Park are attached as producers.

In light of these developments, we hereby request on behalf of MGM and Danjaq that, by **5:00 pm on Tuesday, April 1, 2014**, Universal send me, on a confidential, attorneys-eyes-only basis:

1. the most recently-revised version of the *Section 6* screenplay;
2. the version(s) of the screenplay sent to Joe Cornish, Jack O'Connell, Marc Platt, Adam Siegel, Lawrence Grey, Nira Park, and any other persons (or their representatives) with whom Universal has discussed becoming involved in the project, if the version(s) sent to such persons is(are) any different than the most recently-revised version; and,

O'MELVENY & MYERS LLP

Mr. Horowitz, Ms. Christensen & Mr. Burg – March 26, 2014 – Page 2

3. if a revision is currently being prepared, a list of any material differences between that revision and the most recently-revised version.

I also renew our November 18, 2013 request that, to summarize, Universal cease and desist from any use of the *James Bond* literary works and motion pictures, including as and to the extent embodied in the Screenplay, and that Universal take no further steps to develop, produce, distribute, or otherwise exploit any audiovisual work derived from the Screenplay.

If Universal fails to respond to this letter by **5:00 pm on Tuesday, April 1, 2014**, or if we are unsatisfied with Universal's response, we will take all necessary steps here in the Central District of California to protect MGM and Danjaq's *James Bond* intellectual property.

This letter is not intended to be a complete recitation of MGM and Danjaq's claims or the facts related thereto, and we reserve all of MGM and Danjaq's rights and remedies.

Very truly yours,



Robert M. Schwartz  
of O'MELVENY & MYERS LLP

RMS:tm  
OMM\_US:72180526.1

cc: Aaron Hart – Verve  
Adam Levine – Verve  
Adam Marshall – Caliber Media  
Rob Szymanski – Eclipse Law Corporation  
Gary Barber – MGM  
Ken Schapiro – MGM  
Scott Packman – MGM  
Cheryl Rodman – MGM  
Michael Moore – MGM  
Daniel M. Flores – MGM  
David Pope – Danjaq, LLC  
Kevin S. Marks – Gang, Tyre, Ramer & Brown  
Marc A. Becker – Quinn Emanuel Urquhart & Sullivan LLP

# EXHIBIT L

**Schwartz, Robert M.**

---

**Subject:** FW: Section 6/James Bond

**From:** Burg, David (NBCUniversal) [<mailto:David.Burg@nbcuni.com>]

**Sent:** Monday, March 31, 2014 6:14 PM

**To:** Schwartz, Robert M.; Horowitz, Jimmy (NBCUniversal); Christensen, Maren (NBCUniversal)

**Cc:** Zummo, Anthony (NBCUniversal); Byrnes, Stacey (NBCUniversal); Ragsac, Ted (NBCUniversal); 'Robert Szymanski'; 'ahart@vervetla.com'; 'alevine@vervetla.com'; 'adam@calibermediaco.com'; 'Gary Barber'; 'Ken Schapiro ([kschapiro@mgm.com](mailto:kschapiro@mgm.com))'; [spackman@mgm.com](mailto:spackman@mgm.com); 'Cheryl Rodman ([CRodman@mgm.com](mailto:CRodman@mgm.com))'; 'Daniel M. Flores ([DFlores@mgm.com](mailto:DFlores@mgm.com))'; 'Michael Moore'; 'david.pope@eon.co.uk'; 'Kevin S. Marks'; 'Marc A. Becker - Quinn Emanuel ([marcbecker@quinnmanuel.com](mailto:marcbecker@quinnmanuel.com))'; Goore, Jeffrey (NBCUniversal)

**Subject:** RE: Section 6/James Bond

Dear Bobby,

I am responding to your letter of March 26, 2014. We continue to believe your request for documents and information is premature in that this project remains in early development, and is unnecessary because Universal has no intention of violating the intellectual property rights of your clients.

Universal continues to reserve all of its rights and defenses.

Sincerely,

David

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